# PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF

# MACHADO LAKE TRASH TMDL PROJECT CIP No. I-138

# for the Cities of: TORRANCE, CARSON, PALOS VERDES ESTATES, LOMITA, ROLLING HILLS ESTATES, and RANCHO PALOS VERDES

B2013-46





Craig Bilezerian
City Engineer

# **Table of Contents**

SECTION A – NOTICE INVITING BIDS	
NOTICE INVITING BIDS	A-1
SECTION B – INSTURCTIONS TO BIDDERS	
INSTRUCTIONS TO BIDDERS	B-′
SECTION C – BID DOCUMENTS	
BIDDER'S PROPOSAL	
ACKNOWLDEGEMENT OF ADDENDA RECEIVED	
CONTRACTOR'S AFFIDAVIT	C-10
BID BOND (10%)	
LIST OF SUBCONTRACTORS	
REFERENCES	
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS	
DISQUALIFICATION OR DEBARMENT	
SECTION D - DOCUMENTS TO BE COMPLETED AND DELIVERED TO C	ITY PRIOR
TO AWARD OF CONTRACT	
PERFORMANCE BOND	D-′
LABOR AND MATERIAL BOND	D-3
PUBLIC WORKS AGREEMENT	D-6
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT	D-17
WORKER'S COMPENSATION INSURANCE CERTIFICATION	D-19
SECTION E - SPECIAL PROVISIONS	

APPENDIX I:

CITY OF TORRANCE PERMIT AND BUSINESS LICENSES

APPENDIX II:

CITY OF TORRANCE STANDARD PLANS

APPENDIX III:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**CPS & ARS STANDARDS and PERMIT APPLICATION** 

**APPENDIX IV:** 

TERMS OF COMPLIANCE WITH CALIFORNIA LABOR LAW

REQUIREMENTS

**APPENDIX V:** 

CITY OF CARSON SPECIAL PROVISIONS AND PERMIT

REQUIREMENTS

**APPENDIX VI:** 

CITY OF PALOS VERDES ESTATES PERMIT REQUIREMENTS

APPENDIX VII:

CITY OF LOMITA LETTER OF AUTHORIZATION IN LIEW OF

**ENCROACHMENT PERMIT** 

APPENDIX VIII:

CITY OF ROLLING HILLS ESTATES PERMIT REQUIREMENTS

APPENDIX IX:

CITY OF RANCHO PALOS VERDES SPECIAL PROVISIONS AND

PERMIT REQUIREMENTS

APPENDIX X:

CITY OF TORRANCE STREET SWEEPING ROUTING STUDY

# **SECTION A**

**NOTICE INVITING BIDS** 

#### NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, until 3:00 p.m. on **Wednesday, November 4, 2013**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

# CONSTRUCTION OF MACHADO LAKE TRASH TMDL PROJECT CIP No. I-138 B2013-46

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at www.torranceca.gov/3239.htm

Those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

The official and required form of Proposal must be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California. There is no cost if picked up at City Hall. A payment of \$5 is required if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$50 if picked up at City Hall, or payment of \$70 if requested by mail. Both amounts include tax. Neither amount is refundable. This payment includes a copy of the official form of Proposal.

If requesting any item(s) by mail, please send check to the following::

CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: CIP No. I-138
ATTN: B2013-46

The Engineer's estimate of the contract total is \$1,600,000. All work shall be completed within 180 working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder. No facsimile bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class <u>A</u> Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or Engineer.

City and Contractor acknowledge that this is a public work to which prevailing wages apply. The Terms for Compliance with California Labor Law is attached hereto and incorporated herein by this reference. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site http://www.dir.ca.gov/DLSR/PWD. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for works' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By order of the City Council of the City of Torrance, California.

For further information, please contact John Dettle, Engineering Manager in the Public Works Department at (310) 618-3059 or via the main office at (310) 781-6900.

# **SECTION B**

# **INSTRUCTIONS TO BIDDERS**

# CITY OF TORRANCE, CALIFORNIA

#### INSTRUCTIONS TO BIDDERS

#### A. QUALIFICATION OF BIDDERS

## 1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

## 2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

#### B. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

#### C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of

advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

#### D. PREPARATION OF THE BID

# 1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

#### 2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

## 3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents listed below must be completed, executed and submitted with the Bid by the Bidder.

Required Eight (8) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes.

For any individual bid item, in the case of a discrepancy between its unit price and total bid, the unit price shall always prevail.

# 4. Disadvantaged Business Enterprise (DBE) Requirements

This project is subject to Title 49 CFR 26.13(b). A bidder is referred to the requirements listed on page C-26 in Section C of these Specifications.

#### E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Public Works Department. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

# F. NONRESPONSIVE BIDS AND BID REJECTION

- 1. A Bid in which any one (1) of the required eight (8) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
  - 2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

#### G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

#### H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Performance Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Contract Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction Permit Application Form
- 8) Business License Application Form

### I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

# J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the Cities for a public works project. The Contractor shall obtain a Caltrans Permit and pay those fees as required. The Contractor shall obtain a Los Angeles County Flood Control District Permit for each City and the corresponding City shall pay those fees as required. The Contractor shall obtain a City Business License from each city.

#### K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

#### L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. You may email it to John Dettle, Engineering Manager at jdettle@TorranceCA.Gov. All questions must be received no later than 5:00 p.m. on the Monday one week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call John Dettle directly at (310) 618-3059.

# **SECTION C**

**BID DOCUMENTS** 

#### **BIDDER'S PROPOSAL**

Company:	 _
Total Bid:	 _
Bid Schedules A, B, C, D, E and F	

# PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF Machado Lake Trash TMDL Project, CIP No. I-138 B2013-46

Honorable Mayor and Members of the Torrance City Council Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

# **BID SCHEDULE A - TORRANCE**

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	9	EA	FURNISH AND INSTALL 2'x3' AREA DRAIN FILTER	\$	\$
3	2	EA	FURNISH AND INSTALL 2' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
4	130	EA	FURNISH AND INSTALL 3.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
5	69	EA	FURNISH AND INSTALL 4' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
6	3	EA	FURNISH AND INSTALL 4.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
7	3	EA	FURNISH AND INSTALL 5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$

8	3	EA	FURNISH AND INSTALL 6' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
9	186	EA	FURNISH AND INSTALL 7' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
10	12	EA	FURNISH AND INSTALL 8' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
11	76	EA	FURNISH AND INSTALL 10' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
12	2	EA	FURNISH AND INSTALL 12' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
13	1	EA	FURNISH AND INSTALL 13' AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
14	59	EA	FURNISH AND INSTALL 14' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
15	6	EA	FURNISH AND INSTALL 15' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
16	47	EA	FURNISH AND INSTALL 21' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
17	17	EA	FURNISH AND INSTALL 28' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ \$
18	5400	EA	INSTALL STREET SWEEPING "NO PARKING" SIGNS WITH POLE	\$ \$
19	450	EA	INSTALL STREET SWEEPING "NO PARKING" SIGNS TO EXISTING POLE	\$ \$
20	1	LS	TRAFFIC CONTROL/PERMITS	\$ \$

TOTAL BID SCHEDULE A (Figures)*	PRICE \$
TOTAL BID SCHEDULE A (Words)*	PRICE:

# **BID SCHEDULE B - CARSON**

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	70	EA	FURNISH AND INSTALL 3.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
3	4	EA	FURNISH AND INSTALL 4' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
4	9	EA	FURNISH AND INSTALL 5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
5	2	EA	FURNISH AND INSTALL 6' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
6	57	EA	FURNISH AND INSTALL 7' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
7	18	EA	FURNISH AND INSTALL 10' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
8	15	EA	FURNISH AND INSTALL 14' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
9	15	EA	FURNISH AND INSTALL 21' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
10	2	EA	FURNISH AND INSTALL 28' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
11	173	EA	INSTALL CONNECTOR PIPE SCREEN FULL CAPTURE TRASH SYSTEM (CPS)	\$	\$
12	1	LS	TRAFFIC CONTROL/PERMITS	\$	\$

TOTAL BID SCHEDULE (Figures)*	B PRICE \$
TOTAL BID SCHEDULE (Words)*	B PRICE:

# BID SCHEDULE C - PALOS VERDES ESTATES

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	52	EA	INSTALL CONNECTOR PIPE SCREEN FULL CAPTURE TRASH SYSTEM (CPS)	\$	\$
7	1	LS	TRAFFIC CONTROL/PERMITS	\$	\$

TOTAL BID SCHEDULES C PRICE \$ (Figures)*	
TOTAL BID SCHEDULES C PRICE: (Words)*	

# **BID SCHEDULE D - LOMITA**

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	91	EA	FURNISH AND INSTALL 3'-3.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
3	4	EA	FURNISH AND INSTALL 5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
4	4	EA	FURNISH AND INSTALL 6' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
5	56	EA	FURNISH AND INSTALL 7' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
6	1	EA	FURNISH AND INSTALL 8' AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
7	35	EA	FURNISH AND INSTALL 10' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
8	6	EA	FURNISH AND INSTALL 11' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
9	1	EA	FURNISH AND INSTALL 12' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
10	46	EA	FURNISH AND INSTALL 14' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
11	3	EA	FURNISH AND INSTALL 17' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
12	18	EA	FURNISH AND INSTALL 21' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
13	6	EA	FURNISH AND INSTALL 28' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
14	1	EA	FURNISH AND INSTALL 35' AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
15	272	EΑ	INSTALL CONNECTOR PIPE SCREEN FULL CAPTURE TRASH SYSTEM (CPS)	\$	\$
16	1	LS	TRAFFIC CONTROL/PERMITS	\$	\$

TOTAL BID SCHEDULE D PRICE \$_ (Figures)*	 	
TOTAL BID SCHEDULE D PRICE: _ (Words)*	· · · · · · · · · · · · · · · · · · ·	

# BID SCHEDULE E - ROLLING HILLS ESTATES

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	38	EA	FURNISH AND INSTALL 3.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
3	48	EA	FURNISH AND INSTALL 7' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
4	7	EA	FURNISH AND INSTALL 10' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
5	7	EA	FURNISH AND INSTALL 14' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$	\$
6	95	EA	INSTALL CONNECTOR PIPE SCREEN FULL CAPTURE TRASH SYSTEM (CPS)	\$	\$
7	1	LS	TRAFFIC CONTROL/PERMITS	\$	\$

TOTAL BID SCHEDULE E PRICE \$ (Figures)*	
TOTAL BID SCHEDULE E PRICE: (Words)*	

# BID SCHEDULE F - RANCHO PALOS VERDES

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$	\$
2	40	EA	INSTALL CONNECTOR PIPE SCREEN FULL CAPTURE TRASH SYSTEM (CPS)	\$	\$
3	1	LS	TRAFFIC CONTROL/PERMITS	\$	\$

Figures)*	
OTAL BID SCHEDULE F PRICE:Words)*	
OTAL BID SCHEDULES A, B, C, D, E & F PRICE \$ Figures)*	
OTAL BID SCHEDULES A, B, C, D, E & F PRICE: Words)*	

 $^*\mbox{BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS}.$ 

B2013-46

# BIDDER'S PROPOSAL (Continued) B2013-46

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor:	
Date: By:	
Contractor's State License No.	Class
Address:	
Phone:	
Fax:	

# ACKNOWLEDGMENT OF ADDENDA RECEIVED B2013-46

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_

Addendum No. 3 \_\_\_\_

Addendum No. 4 \_\_\_\_

Addendum No. 5 \_\_\_\_

Addendum No. 6 \_\_\_\_

Addendum No. 7 \_\_\_\_

Addendum No. 8 \_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

## **CONTRACTOR'S AFFIDAVIT**

STATE OF CALIFORNIA COUNTY OF		}
		B2013-46
		, being first duly sworn, deposes and says:
1.	That he is the	Title
	of(Name	f Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Machado Lake Trash TMDL Project, B2013-46

- 2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
- 3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
- 5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
- That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

# CONTRACTOR'S AFFIDAVIT (CONTINUED) B2013-46

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this day of	, 20
Subscribed and Sworn to	
before me this day	(Contractor)
of , 20	
	(Title)
Notary Public in and for said	
County and State.	
(Seal)	

		•

# LIST OF SUBCONTRACTORS B2013-46

The Bidder is required to fill in the following blanks in accordance with the provisions of the California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

	icensed:		
Subcontractor's Address:			
Specific Description of Sub-Contract:			
License Number:	_CA License Classification/Type:		
	_icensed:		
Subcontractor's Address:			
Specific Description of Sub-Contract:			
License Number:	_CA License Classification/Type:		
Name Under Which Subcontractor is Licensed:			
Subcontractor's Address:			
Specific Description of Sub-Contract:			
License Number:	_CA License Classification/Type:		

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list <u>alternate</u> subcontractors for the same work.

# REFERENCES (Page 1 of 2) B2013-46

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1.		
	Contact Person:	Telephone No.:
	<del>-</del>	Contract Amount: \$
2.	Name (Firm/Agency):	
	Address:	
	Contact Person:	Telephone No.:
	Project Location:	
	Date of Completion:	Contract Amount: \$
3.	Name (Firm/Agency):	
	Address:	
	Contact Person:	Telephone No.:
	Title of Project:	
	Project Location:	
	Date of Completion:	Contract Amount: \$
4.	Name (Firm/Agency):	
	Address:	
	Contact Person:	Telephone No.:
	Project Location:	
	Date of Completion:	Contract Amount: \$

# REFERENCES (PAGE 2 OF 2) B2013-46

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

W	ork Description & Contract Amount	Agency	Date Completed		
Contr	actor's License No.:	Class:			
a.	Date first obtained:				
b.	Has License ever been suspended or revoked?				
	If yes, describe when and why:				
C.	c. Any current claims against License or Bond?				
	If yes, describe claims:				
Princ	ipals in Company  (List all – atta	ch additional sheets if necess	sary):		
	NAME (	TITLE If Applicable)	LICENSE NO.		

# VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS B2013-46

1.	Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?
	Yes/No:Federal/State:
	If "yes," identify and describe, (including agency and status):
	Have the penalties been paid? Yes/No:
2.	Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?
	Yes/No: Code/Laws: Section/Article:
	If "yes," identify and describe, (including agency and status):

# **DISQUALIFICATION OR DEBARMENT**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in you firm ever been disqualified, removed, or otherwise prevented from bidding on, performing worl on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: If yes, provide the following information (if more that once, use separate sheets):	K Y
Date: Entity:	
Location:	
Reason:	
Provide Status and any Supplemental Statement:	
Has your firm been reinstated by this entity? Yes/No:	

# **SECTION D**

DOCUMENTS TO BE COMPLTED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

#### PERFORMANCE BOND

#### **KNOW ALL MEN BY THESE PRESENTS:**

That we,	as Principal(s) a	ınd	_a
corporation, incorporated,	organized, and existing under the la	ws of the State of	
, and auth	orized to execute bonds and underta	akings and to do a gene	eral surety
	alifornia, as Surety, are jointly and se		
•	a municipal corporation, located in th	•	es, State
of California, in the full and	just sum of:	Dollars	
	lawful money of the United States o		
	o be made, we bind ourselves and o		
administrators, representa	tive, successors and assigns, jointly	and severally, firmly by	these
presents.			
THE CONDITION OF THIS	OBLIGATION IS SUCH, that: WH	IEREAS, said Principal(	(s)
	re/is about to enter into, a certain w		
dated as of the da	y of, 20, with th	e said City of Torrance	for the
	Lake Trash TMDL Project, CIP No		
	contract or agreement, a full, true a		
hereunto attached, and he part hereof;	reby referred to and by this reference	e incorporated herein a	nd made a

**NOW, THEREFORE**, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

# PERFORMANCE BOND (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this	day of	, 20
CORPORATE SEAL	PRINCIPAL(S):	
	BY	
	BY	
CORPORATE SEAL	SURETY:	
	BY	

# LABOR AND MATERIAL BOND

# KNOW ALL MEN BY THESE PRESENTS:

That v	we,	
As Pr	rincipal(s) and	а
surety	, and authorized to execute bonds and undertakings and to do a general y business in the State of California, as Surety, are jointly and severally held and firmly	
bound	d unto:	
(a)	The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and	
(b)	The City of Torrance, California; and	
(c)	Any and all persons who do or perform or who did or performed work or labor upon or i connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and	n
(d)	Any and all material men, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances power, or other supplies used in, upon, for or about or in connection with the performar of the work or improvement contracted to be executed, done, made or performed unde said contract or agreement; and	nce
(e)	Any and all persons, companies, firms, associations, or corporations furnishing, renting or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract o agreement; and	
(f)	Any and all persons, companies, firms, associations, or corporations who supply both work and materials;	
	whose claim has not been paid by said Principal(s), in full and just sum of	ca,
bind t	e payment of which will and truly to be made, said Principal(s) and said Surety do hereby themselves and their respective heirs, executors, administrators, representatives, essors and assigns, jointly and severally, firmly by these presents.	y

## LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FORE	EGOING OBLIGA	ATION IS SUCH, TH	AT: WHEREAS, said
Principal(s) have/has entered into	or are/is about	to enter into a certain	written contract or
agreement, dated as of the	day of	20 _	, with the City of
Torrance for the Construction of I	Machado Lake 1	rash TMDL Project,	CIP No. I-138,
B2013-46., all as is more specific	ally set forth in s	aid contract or agree	ment, a full, true and
correct copy of which is hereunto	attached, and he	ereby referred to and	by this reference
incorporated herein and made a	part hereof;		

**NOW, THEREFORE**, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

# LABOR AND MATERIAL BOND (CONTINUED)

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

EXECUTED, SEALED AND DATED this	day of, 20
CORPORATE SEAL	PRINCIPAL:
	BY
CORPORATE SEAL	SURETY:
	BY

# **PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of, 20 (the "Effective Date"), by and between the CITY OF	
TORRANCE, a municipal corporation ("CITY"), and("CONTRACTOR").	

#### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Machado Lake Trash TMDL Project, CIP No. I-138;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **Machado Lake Trash TMDL Project CIP No. I-138**, Notice Inviting Bids (NIB) No. B2013-46, and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

#### **AGREEMENT:**

# 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

# 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

# 3. <u>COMPENSATION</u>

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$\_\_\_\_\_ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.
Provided that the CONTRACTOR is not in default under the terms of this
Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly,.

#### PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of
, 20 (the "Effective Date"), by and between the CITY OF
TORRANCE, a municipal corporation ("CITY"), and
("CONTRACTOR").

#### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Machado Lake Trash TMDL Project, CIP No. I-138;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **Machado Lake Trash TMDL Project CIP No. I-138**, Notice Inviting Bids (NIB) No. B2013-XX, and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

#### **AGREEMENT:**

# 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

#### 3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$\_\_\_\_\_ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.
Provided that the CONTRACTOR is not in default under the terms of this
Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly,.

## 4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.
  - 1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
  - 2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
    - a) cease operations as directed by CITY in the notice;
    - b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
    - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
  - In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

#### B. Termination for Cause.

- 1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
- 2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
- 3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter

accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

#### C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

#### 5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

# 6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

## 7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

# 8. CONTRACTOR REPRESENTATIVE(S)

representative(s) of	CONTRACTOR are designated as being the principal(s) and CONTRACTOR authorized to act in its behalf with respect to the
work specified in this Agreement:	s Agreement and make all decisions in connection with this

#### 9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

#### 10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

## 11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

## 12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted

with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

#### 13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

# 14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

# 15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs

including but not limited to attorney's fees, expert fees and costs of litigation.

# 16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

#### 17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  - 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  - 3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

## 18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

## 19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## 20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

- Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- 6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:		_
	Fax:	_
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931	

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

# 21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

# 22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

#### 23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

#### 24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

# 25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

# 26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

# 27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

# 28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

# 29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

## 30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

## 31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE, a Municipal Corporation	
Frank Scotto, Mayor	By:
ATTEST:	
Sue Herbers, City Clerk	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III City Attorney	
By: Deputy City Attorney	·
Attachments: Exhibit A: Bid	

# **EXHIBIT A**

Bid

[To be attached]

# CITY OF TORRANCE CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT

To be attached to and made a part of all policies insuring the liability of any person, form or corporation performing services under contract for the City of Torrance.

Not withstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

- 1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
- 2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

# PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF Machado Lake Trash TMDL Project, CIP No. I-138 B2013-46

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

- 3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
- 4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each Occurrence, and \$5,000,000 Aggregate.
- 5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
- 6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
  - (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprentice-able craft or trade.
  - (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

	Duly Authorized Agent	
Attached to and forming part of Policy No of the		
Date:		

#### WORKERS' COMPENSATION INSURANCE CERTIFICATION

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

CONTRACTOR	
Ву:	
Title·	

#### **SECTION E**

## **SPECIAL PROVISIONS**

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (latest edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), latest edition, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

# SECTION E - SPECIAL PROVISIONS

# **Table of Contents**

PART 1 – G	ENERAL PROVISIONS	PAGE
AND SYMB 1-1	- TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE OLS DEFINITIONS ABREVIATIONS	E-3
2-1 2-3 2-4 2-5 2-6 2-7 2-8	- SCOPE AND CONTROL OF THE WORK AWARD AND EXECUTION OF CONTRACT SUBCONTRACTS CONTRACT BONDS PLANS AND SPECIFICATIONS WORK TO BE DONE SURVEYING AUTHORITY OF BOARD AND ENGINEER INSPECTION	E-4
	- CHANGES IN WORK EXTRA WORK CHANGED CONDITIONS	E-9
SECTION 4 4-1	- CONTROL OF MATERIALS  MATERIAL AND WORKMANSHIP	E-11
5-1 5-2 5-3 5-4	- UTILITIES LOCATION PROTECTOIN REMOVALS RELOCATION DELAYS	E-11
6-1 6-2 6-3 6-4	- PROSECUTION, PROGRESS & ACCEPTANCE OF THE WORK CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK TIME OF COMPLETION COMPLETION, ACCEPTANCE AND WARRANTY LIQUIDATED DAMAGES SEQUENCE OF CONSTRUCTION	E-15

E-26
E-29
E-30

# **PART 1 - GENERAL PROVISIONS**

# SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 **DEFINITIONS**. Add or redefine the following:

**Agency** - The City of Torrance herein referred to as CITY.

**Board** – The City Council of the City of Torrance, herein referred to as City Council.

**Engineer** –The Public Works Director and/or City Engineer of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Claim** - A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

Bid Guaranty – The cash, certified check, or Bidder's surety bond accompanying the Bid as a guaranty that the Bidder will enter into a Contract with the Board for the performance of the work.

**Catch Basin** – A structure or device which intercepts water runoff from surface streets and directs it into a storm drain conduit system.

**Connector Pipe** – A drain pipe constructed for the purpose of directly connecting a catch basin to a main line storm drain conduit.

Curb Opening Catch Basin – A catch basin with an opening in the curb face serving as the only means for allowing storm water to enter into the catch basin from the street.

**Automatic Retractable Screen (ARS)** – A metal screen, mounted on hinges across the curb opening of a catch basin for preventing trash and debris from entering the catch basin, that is opened automatically by a mechanism activated by the inflow of water into the catch basin.

**Connector Pipe Screen (CPS)** - A vertical metal screen with 5mm openings, installed inside a catch basin directly upstream of the connector pipe in such a manner that all water entering the basin must pass through the device. A vertical opening is provided around the perimeter of the screen to allow storm water to bypass in the event of a large storm or if the screen becomes clogged.

**Unit** – When referring to a catch basin BMP retrofit device, a unit is an individual screen and associated mechanisms that operate independently of the other units installed in a catch basin. Catch basins with openings larger than 3.5 feet or those with existing support bolts will require multiple units to span the entire width of the catch basin opening.

#### 1-3 ABBREVIATIONS.

#### 1-3.2 COMMON USAGE:

Add the following abbreviations:

Approx Approximate

ARS Automatic Retractable Screen

CPS Connector Pipe Screen

Exist. Existing

L.A.C.D.P.W. Los Angeles County Department of Public Works

Temp. Temporary

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

**2-1 AWARD AND EXECUTION OF CONTRACT**. Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

#### 2-3 SUBCONTRACTS

**2-3.2 Additional Responsibility**. Replace the second sentence of the second paragraph with the following:

The following work will be considered as "Specialty Items": CPS units installed in Los Angeles County catch basins.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

**2-4 CONTRACT BONDS**. Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

#### 2-5. PLANS AND SPECIFICATIONS.

2-5.1 General. Add the following sentence to the first paragraph to read as follows:

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Add the following subsections:

**2-5.1.1 Plans**. Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

# 1) Project Plans

The plans provided are schematic and do not include existing utility information. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the Owner and Consulting Engineer from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

# 2) Standard Plans

- a. City of Torrance Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition
- d. Standard Plans of the Los Angeles County Department of Public Works, latest edition

Applicable Standard Plans and information for this project are included in the Appendices of these Specifications.

**2-5.1.2 Specifications**. The Work shall be performed or executed in accordance with these Special Provisions and:

Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.

#### 2-5.2 Precedence of Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Standard Specifications for Public Works Construction
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

#### 2-5.3 Submittals

#### 2-5.3.3 SHOP DRAWINGS. Add the following:

Shop drawings are required for ARS and CPS units installed in Los Angeles County Flood Control District catch basins pursuant to APPENDIX III: COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CPS STANDARDS.

# 2-5.3.4 SUPPORTING INFORMATION. Add the following:

Submittals are required for the following:

- 1) Automatic Retractable Screens
- 2) Information Sign Brackets, Posts and Foundations
- 3) Connector Pipe Screens
- 4) Onsite Testing

In addition to the above, submittals may be required for any product, manufactured item and system not specifically listed above.

## 2-6 WORK TO BE DONE. Add the following:

The Work consists of the installation of Connector Pipe Screens, Automatic Retractable Screens for City and Los Angeles County Flood Control District catch basins and "No Parking" signs as needed as shown in these Contract Documents.

# 2-10 AUTHORITY OF BOARD AND ENGINEER. Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

# **2-11 INSPECTION** . Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection. The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the Engineer shall, if so directed by the Engineer, be uncovered to the extent required by the Engineer, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

Add the following subsections:

**2-11.1 Special Inspection Fees**. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays - \$135.00 per hour Saturdays, Sundays, Holidays - \$1,000.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

# 2-11.3 Inspections During Construction.

During the construction, the Contractor shall make the Work site available for periodic inspections by the outside agencies. These agencies may include: Los Angeles County Department of Public Works, Los Angeles Regional Water Quality Control Board, and CITY Public Works Department.

#### 2-11.4 Material Inspection/Testing and other City Expenses.

If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.

If the Contractor does not comply with a requirement of these Special Provisions or if it does not immediately respond, after being informed, to a request by the Engineer to amend a site

For each sign, drum, delineator, cone, barricade, warning device, or other type of required traffic control device that is not provided by the Contractor when required by the Traffic Control Plans, the Engineer may deduct \$75 per day for each missing device from a Progress Payment. The Engineer, a City designate, or Public Works Inspector will inform the Contractor The deduction does not apply to a device that is fraudulently removed by non-construction personnel.

Temporary lane closures maintained prior to 8:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 8:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

# **SECTION 3 -- CHANGES IN WORK**

#### 3-3 EXTRA WORK

# 3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with 3-3 as modified herein.

# **3-3.2.2 Basis for Establishing Costs**. Replace the second paragraph of part © with the following:

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, <a href="https://www.dot.ca.gov/hq/eqsc/inforesources.htm">www.dot.ca.gov/hq/eqsc/inforesources.htm</a>, which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

# **3-3.2.3 Markup**. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

(a) **Work by Contractor**. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) **Work by Subcontractor**. When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

#### **SECTION 4 – CONTROL OF MATERIALS**

#### 4-1 MATERIAL AND WORKMANSHIP.

#### **4-1.1 General**. Add the following paragraph after the second paragraph:

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

# 4-1.2 **Protection of Work and Materials**. Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-6. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the City harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

#### SECTION 5 - UTILITIES

#### **5-1 LOCATION**. Add the following:

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule per Section 6-1.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures to insure that they will not be damaged by its operations.

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

# **5-2 PROTECTION**. Add the following:

If, in the course of construction, the Contractor damages a sewer lateral or water lateral, the Contractor shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Engineer. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

Sewers, including lateral repairs, shall be constructed of Vitrified Clay Pipe, unless otherwise approved in writing by the Engineer.

Add the following after the final paragraph:

As noted in subsections 5-2.1, 5-2.2 and 5-2.3 utilities are classified and are to be handled in one of three ways by the Contractor in the course of performing the contract.

# 5-2.1 Non-interfering Utilities

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from his/her failure to do so and the Contractor shall indemnify and hold harmless the City from any and all such consequences. Non-interfering utilities may, with the permission of the owner and the Public Works Director, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

#### 5-2.2 Abandoned Utilities

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted by notation on the plans. Abandoned utilities which physically interfere with the permanent work or with the construction thereof shall be removed by the Contractor and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from the removal and the Contractor shall indemnify and hold harmless the City from any and all such consequences.

#### 5-2.3 Interfering Utilities

Any utility shall be deemed an interfering utility (1) which physically occupies any part of the space to be occupied by the permanent work in its final locations, or (2) whose length within the theoretical width of excavation for the permanent work exceeds five times the width of said theoretical excavation whether or not the utility physically interferes with the permanent work. Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the City unless otherwise shown on the plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

**5-2.4 Protection of Underground Hazardous Utilities**. This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

Abandoned or inoperative utilities designed to carry hazardous substances and unidentified or unknown utilities shall be considered hazardous until determined otherwise. Whenever the Contractor is directed by the Engineer to tap these lines, the Contractor shall provide personnel specialized in this work and payment therefore will be considered as extra work per 3-3 of these Special Provisions.

The Contractor shall comply with the following requirements when working around underground hazardous utilities:

1) The Contractor shall not trench or excavate within the area where a utility known to carry a hazardous substance exists until its location has been determined by excavation or other proven methods acceptable to the Engineer. The intervals between exploratory excavations or location points shall be sufficient to determine the exact location of the line. Unless otherwise directed by the Engineer, excavation for underground hazardous utilities shall be performed by the Contractor and paid for as specified per 5-1 of these Special Provisions.

- 2) If it is determined that the horizontal or vertical clearance between the utility known to carry hazardous substances and the construction limit is less than 300 mm (12 inches) (450mm (18 inches) if scarifying), the Contractor shall confer with its owner. Unless the owner elects to relocate the line or take it out of service, the Contractor shall not excavate until the line has been completely exposed within the limits of construction.
- 3) Once the physical location of the utility known to carry hazardous substances has been determined, the Contractor, in cooperation with and with the concurrence of the utility owner, shall determine how to protect and/or support the utility from damage before proceeding with the Work.
- 4) During all excavation and trenching operations, the Contractor shall exercise extreme caution and protect the utilities from damage.
- 5) The Contractor shall notify the Engineer, the public agency maintaining records for the jurisdiction in which the Project is located and the owner, if known, whenever previously unidentified or unknown underground utilities are encountered so that the location can be accurately established and made a part of permanent substructure records.

Full compensation for protecting underground hazardous utilities as specified or noted on the Plans shall be considered as included in the prices bid for the various items of work.

## **5-3 REMOVAL**. Add the following:

It shall be the Contractor's responsibility irrespective of the notations on the plans to confirm or determine that a utility is to be abandoned before treating the same as an abandoned utility and shall assume all risks in so determining.

#### **5-4 RELOCATION**. Add the following:

Substitute the following for the last paragraph:

For the purpose of these specifications, service connections shall be construed to mean all, or any portion of, the pipe, conduit, cable, or duct which connects a utility main distribution line to the meter of an individual user, and further, shall include the meter and such portions of said pipe, conduit, cable or duct on the user's side of the meter which affect the contract work or its prosecution.

The City will arrange for the alteration or permanent relocation of only such service connections, except sewer house connections and water laterals, that interfere with the permanent work in its final location and such alteration or permanent relocation will be performed by others at no expense to the Contractor. The Contractor shall be responsible for the alteration or permanent relocation of sewer connections and water laterals, unless otherwise approved by the Engineer.

In instances where the alteration or permanent relocation of interfering service connections can be avoided by encasing same in the slabs or walls of poured-in place concrete structures the Contractor shall, when directed by the Engineer, so encase such service connections, and any costs for such work shall be absorbed in the unit prices or included in the lump sum amounts bid for the various items of work.

Service connections which do not interfere with the project structures shall be maintained in place by the Contractor. The cost of such work shall be absorbed in the unit prices or included in the lump sum amounts bid for the various items of work.

# **5-5 DELAYS.** Substitute the following:

If the contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the City and utility in writing. The Contractor shall not be entitled to damage or additional payment, nor shall it be entitled to standby time for labor if a delay does occur. The Contractor also shall not be entitled to damage or additional payment for equipment not on the project during the occurrence of the event that caused the related delay. The Engineer will determine the extent of the delay attributable to such interferences, the affect of the delay on the project as a whole, and any commensurate extension of time.

Any failure of the City and/or utility company to accomplish relocations in a reasonable manner in light of the Contractor's operations (to the extent such operations would otherwise be feasible and in accordance with the contract and as disclosed to the City prior to the Contractor encountering any such utility) shall entitle the Contractor to an extension of contract time to the extent that, in the judgment of the Engineer, the Contractor's completion of the overall contract work has been delayed; however, the Contractor shall be entitled to no other remedy and, in submitting its bid, thereby waives such other remedies, if any, unless the relocation delay is the result of arbitrary, capricious or malicious conduct by the City.

# SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

- **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**. Replace the entire subsection with the following:
- **6-1.1 General**. Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, public meetings, submittal of shop drawings to the Engineer for approval, submittals of show drawings to the Los Angeles County Flood Control District for approval, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Prior to starting any Work in a City, the Contractor shall attend a Community Meeting to be scheduled by the Engineer in that City. The meeting, to be held in the evening, will address the residents' questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

# 6-1.2 Criteria. The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - c) All ARS and CPS units installed in City owned catch basins shall be completed within one City before starting installation in another City.
  - d) Installation of ARS and CPS units installed in Los Angeles County Flood Control District owned catch basins can only proceed after all installations are permitted by the Los Angeles County Flood Control District for a City and all ARS and CPS units installed in Los Angeles County Flood Control District owned catch basins shall be completed within one City before starting installations in another City.
  - e) Installation of ARS and CPS units owned by a City and those owned by the Los Angeles County Flood Control District may be scheduled independent of each other.
- 3) Required submittals, working and shop drawings shall be included as activities.
- 4) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.

- 5) Work to be performed by subcontractors shall be identified and shown as work activities.
- 6) Start and completion dates of each activity shall be illustrated.
- 7) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

# **6-1.3 Requirements**. In preparing the construction schedule, the following items shall be considered:

Sequence of Construction – The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent owners and to conform to the following:

- 1. Cleaning Catch Basins The Contractor shall clear each catch basin and install BMPs to debris from entering storm drain pipes.
- 2. Debris Removal All debris removed shall be hauled off the Work site no later than the same day that the removal is performed.
- 3. Irrigation Systems Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 4. Subsection 307-1.3 regarding the ordering of materials.
- 5. All Work shall be performed between the hours of 8:00 a.m. and 4:30 p.m. unless approved by the Engineer.
- 6. A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed
- 7. Stockpile area Schedule shall indicate date for clean up of stockpile area.

Should the Contractor fail to meet Requirements of No. 3 above, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

**6-1.4 UPDATES**. The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first working day of each month.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

#### 6-7 TIME OF COMPLETION

**6-7.1 General**. Replace the first sentence with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within **180** working days from the start date specified in the Notice to Proceed.

**6-8 COMPLETION, ACCEPTANCE AND WARRANTY**. Replace the second paragraph with the following:

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

**6-8.1 Manufacturer's Warranties**. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

**6-9 LIQUIDATED DAMAGES**. In each of the two paragraphs, substitute "\$750 in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

# 6-11 SEQUENCE OF CONSTRUCTION

**6-11.1 Multiple Headings**. In order to meet the contract schedule, the Contractor will be allowed to initiate work in two adjacent cities. However, the Contractor will not be allowed to have multiple phases of work occurring that have the corresponding traffic control devices in conflict with each other.

# SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

#### 7.2 LABOR

## 7-2.2 Laws Add the following first paragraph:

The City and Contractor acknowledge that this project is public work to which prevailing wages apply. The Terms for Compliance with California Labor Law Requirements is attached hereto and incorporated herein by this reference.

Add the following subsections:

# 7-2.3 Payrolls and Payroll Records

Any payroll and payroll records required for this project shall be submitted, for each week in which any contract work is performed, to the Engineer. A retention of \$5,000 per report per pay period will be withheld from a progress payment for a late or missing report. A report shall be deemed as late or missing when not submitted to the Engineer within 10 calendar days from the close of the pay period for which the report applies. In addition, a non-refundable deduction of \$100 per report per day will be deducted from payments due the Contractor for each late or missing report. The \$100 non-refundable deduction per day will be incurred beginning on the first day the report is late or missing.

#### 7-2.4 Subcontractor and DBE Records

At the completion of the contract if the Contractor does not submit its Subcontractor and DBE Records to the Engineer a retention in the amount of \$10,000 per record will be withheld from a progress payment for a late or missing record. A record shall be deemed as late or missing when not submitted to the Engineer within 15 calendar days from the completion of the contract. In addition, a non-refundable deduction of \$300 per record per day will be deducted from payments due the Contractor for each late or missing record. The \$300 non-refundable deduction per day will be incurred beginning on the first day the record is late or missing.

# **7-3.1 Liability Insurance**. Replace the second sentence of the second paragraph with the following:

The Contractor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

- 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Combined single limits of \$2,000,000 per occurrence
- 2. General liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

#### Add the following:

The Contractor must include all subcontractors as insured's under its policies or must furnish separate certificates and endorsements for each subcontractor.

**7-4 WORKER'S COMPENSATION INSURANCE.** Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$1,000,000 per accident.

#### 7-5 PERMITS

The Contractor shall obtain a Business License and a no-fee Encroachment Permit before commencing construction from Torrance, Carson, Palos Verdes Estates, Lomita, Rolling Hills Estates and Rancho Palos Verdes before commencing construction in those cities. Additionally the Contractor shall submit drawings and obtain Los Angeles County Flood Control District permit and arrange inspections before installation of units in their catch basins. The Contractor shall obtain payment for Los Angeles County Flood Control District permits directly from the Cities and shall not include the costs of these permits in the bids. The Contractor shall obtain a Caltrans Encroachment Permit, pay required fees and arrange inspections before commencing construction on installations in catch basins within Caltrans Right of Way. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

Full compensation for complying with the above requirements shall be considered as included in the prices bid for the appropriate items of work.

**7-6 THE CONTRACTOR'S REPRESENTATIVE** Add a third paragraph to the section stating the following:

The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

# 7-8 Project Site Maintenance

# **7-8.1 Cleanup and Dust Control**. The second paragraph is amended to read:

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean to the City whenever construction, including restoration, is incomplete.

# 7-8.5 Temporary Light, Power, and Water. Add the following:

The Contractor shall obtain a construction water meter(s) from and shall pay for the water used current water rates.

In Torrance a construction water meter can be obtained by calling Torrance One Stop Center at (310) 618-5898. A \$1,000 deposit is required and refundable upon return of the meter in good working condition.

For rental of a hydrant meter from California Water Service the contractor shall call California Water Service at (310) 257-1400.

**7-8.9 Graffiti Removal**. The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

#### 7-10 PUBLIC CONVENIENCE AND SAFETY

# 7-10.1 Traffic and Access. Replace the fourth paragraph with the following:

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. When the Contractor begins excavation of a residential driveway, safe access shall be provided within 4 hours and not later than the end of the same workday in which excavation began.

Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private residences during removal and replacement of existing barrier structures, such as wood and chain link fences, during non-working hours.

The Contractor shall be responsible to provide at least 48 hours written notice to each affected property before closing or partially closing any driveway or pedestrian access.

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business and public gathering as stated herein below:

(a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.

- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- (f) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.
- (g) At least three (3) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The Cities will provide the notice.
- (h) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- (i) The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the Engineer.

Add the following subsections:

7-10.1.1 Traffic Control Plan. For Local and Arterial Right Lane Closures the Contractor may use City of Torrance Standard Drawings T1001, T1004, T1011 and T1013, included in Appendix II. For Caltrans Right of Ways the Contractor shall submit a legible, detailed Traffic Control Plan (TCP) on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall be prepared by a Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included.

Said TCP shall be submitted to Caltrans for approval. It shall be the Contractor's responsibility to immediately revise said Plan at the direction of the Caltrans Engineer, and the Contractor hereby agrees that such changes shall not constitute a claim for extra work or additional costs. The approved TCP shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said TCP, shall constitute a breach of Contract.

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be on a lump sum basis per the Contract Unit Price for Traffic Control.

# **7-10.1.2 Minimum Requirements for Maintaining Traffic Flow**. The Contractor shall observe the following minimum requirements:

- a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 8:00 a.m. and 4:00 p.m. All travel lanes shall be kept open all other times.
- d) Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- e) Reduction in lane requirements may be afforded only with prior written approval from the Engineer.
- f) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.

The Contractor must provide access through the work zone in non-working hours by means of temporary ramps. Open trenches shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

All costs for the above requirements shall be included in the Contract Unit Price for Traffic Control.

7-10.1.5 Temporary "No Parking" Signs. The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify City Police Department (Torrance Police Traffic Division (310) 618-5557) for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract Unit Price for Traffic Control.

#### 7-10.4 Safety

**7-10.4.4 Confined Spaces.** Delete Subparagraphs (b) and (c) and substitute the following:

a) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR, may be required as a part of the Work. All catch basins, manholes, tanks, vaults, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and AGENCY personnel at the work site.

b) Testing for Safe Atmospheric Conditions. The Contractor shall continuously test for safe atmospheric conditions in each catch basin. Testing shall be done immediately prior to removing the manhole cover and continuously thereafter while working in the basin. Testing shall verify that safe atmosphere conditions exist in the catch basin. Gas meters shall test for oxygen deficiency or enrichment, flammable gases, hydrogen sulfide, and carbon monoxide. The Contractor shall test the atmosphere of the catch basins using a gas meter that tests for all four gases simultaneously. Instruments shall be "bump checked" at the start of each day to verify calibration.

Testing instruments are available from:

J.G. Tucker & Son 600 A Terrace Drive San Dimas, CA 91773 (800) 441-4307

Fisher Scientific (800) 772-6733

Lab Safety Supply (800) 356-0783

If unsafe readings are indicated, the Contractor shall use a blower to provide continuous ventilation of the catch basin. Entry shall not be made until readings show no hazardous atmospheric conditions exist.

The following is a list of pre-approved companies for confined space training:

KERR Safety Training (949) 494-2401

GLOBAL Environmental (714) 434-1702

## Add the following Subparagraph:

c) Payment. Payment for implementing, administering, and providing all materials, equipment and personnel to perform the Confined Space Entry Plan (CSEP), including testing at all locations requiring entry into confined spaces, shall be included in the other item of work and no separate payment thereof.

Failure to comply with the above requirements will constitute noncompliance with the Specifications and result in suspension of contract progress payments.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

## 9-1 MEASUREMENT AND PAYMENT. Add the following sections:

## 9-1.2.1 Payment for Labor and Materials.

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

#### 9-1.2.2 Measurement and Payment

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. Costs for mobilization/demobilization shall be included in the unit prices bid for Mobilization.

# 9-2 LUMP SUM WORK. Replace the second paragraph with the following:

The Contractor shall, within five (5) working days of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

#### 9-3 PAYMENT.

# 9-3.2 Partial and Final Payment. Replace the third paragraph with the following:

For each progress estimate, 5 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

#### Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice. Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

#### **9-3.4 MOBILIZATION.** Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule and Best Management Practices; Sewage Spillage Prevention; Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- a) Submittal and modification, as required, of the Construction Schedule.
- b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- c) Installing temporary construction power and wiring.
- d) Establishing fire protection system.
- e) Developing construction water supply.
- f) Providing on-site sanitary facilities and portable water facilities, as required.
- g) Arranging for and erection of Contractor's work and storage yard.
- h) Submittal of all required insurance certificates and bonds, including subcontractors.
- i) Obtaining all required permits. Posting all OSHA required notices and establishment of safety programs.
- j) Potholing and other research and review as necessary to verify site conditions and utility locations
- k) Having the Contractor's Superintendent present at the job site full-time.
- l) Removal (including all spray-painted markings on any surface), cleanup, and restoration

The lump sum price shown in the Bid shall include full compensation for all mobilization work and shall not exceed 5% of the total Contract Bid.

#### 9-3.5 Noncompliance with Plans and Specifications. Add the following section:

Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

#### 9-4 CLAIMS.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence, unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the CITY at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Engineer prior to commencing the work. The Engineer may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed an extension of time if the Engineer agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) work days of a request from the Engineer and shall be responsible for all costs associated with any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this subsection shall supersede 6-6.3 and 6-6.4 of the Standard Specifications.

It is the intention of this subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

## **PART 3 – CONSTRUCTION METHODS**

#### SECTION 300 - EARTHWORK

#### 300-1 CLEARING AND GRUBBING

#### 300-1.3 Removal and Disposal of Materials

Add subparagraphs (d) and (e):

(d) Trees. The City maintains a tree conservation policy. Unless otherwise shown, all tress are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The Engineer shall place a visible removable "tag" on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said "tag" is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5') above ground.

The Contractor shall remove only trees that have been marked by te Engineer for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) fee of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

5) Miscellaneous Removals and Relocations. This work shall include all removals not specifically listed in the Proposal or otherwise covered by these Specifications, and all necessary relocations and restorations of walls, fences, plants, hardscape, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements.

## SECTION 700 - RETROFIT FOR TRASH PREVENTION

#### 700-1 CURB OPENING AND GRATING CATCH BASINS.

**700-1.1 General.** The work specified in this subsection includes the furnishing and installation of the Automatic Retractable Screens (ARS) for catch basin opening and Connector Pipe Screen for the pipe outlet, as described herein, into existing storm drain catch basins. These devices are intended to reduce the amount of trash entering the storm drain system through curb opening catch basins or a curb opening catch basin with gratings. All devices shall conform to the following requirements:

- 1. In curb openings with support bolts, multiple units shall be installed between the existing support bolt(s) to span the entire curb opening width. Each screen shall be hinged independently of the other screens and shall not be attached to any other screen. The maximum clear opening between adjacent screens, adjacent fixed frame members, or between the screens and support bolts shall be 1/2-inch. A maximum of two adjacent screens (units) may be linked and operated by a single mechanism if the vertical internal dimension of the catch basin at the upstream end is not big enough to permit the mechanism to operate the first screen.
- 2. The existing support bolt(s) shall be protected in place and the operation of the units shall not be hindered by the support bolt(s).
- 3. The existing horizontal protection bar shall be removed in all curb opening catch basins prior to the installation of an ARS.
- 4. All parts of ARS units shall installed as closely as possible to align with the projected curb face.
- 5. Screens shall be hinged at the top and shall not obstruct the bottom of the curb opening in the open position.
- 6. The entire catch basin opening screen cover shall pivot parallel to the street surface from the top only.
- 7. The catch basin opening screen cover may be installed from inside the catch basin and the installation shall be perpendicular to the street surface.
- 8. All nuts and bolts shall be secured by a liquid industrial hardener such that nuts and bolts may only be removed by heat application.

- 9. A catch basin opening screen cover frame may form the perimeter of the opening screen cover.
- 10. The catch basin opening screen covers shall be removable solely by entry into the catch basin. All parts of the screen cover shall be sized to fit through the maintenance hole or curb opening when the unit is disassembled.
- 11. The catch basin opening screen covers shall have a means to manually open and close them from the street-side and any necessary tools to open screen covers shall be provided to each City.
- 12. The catch basin opening screen closing-locking mechanism shall be designed to open when the surface street runoff reaches 3" measured directly in front of the catch basin curb opening. The catch basin screen cover shall open towards the interior. The closing-locking mechanism shall remain opened as long as the flow depth exceeds 4 inches and gradually return to the lock position as the flow recedes.
- 13. The catch basin opening screen covers' closing mechanism shall be designed to close/lock at a slow speed to ensure that as the screen cover returns to its original closed perpendicular position that no trash (i.e., plastic bottles, soda cans) will become ensnared between the screen cover and the bottom lip of the catch basin opening.
- 14. The vertical distance between the screen gate and the upper underside of the curb opening shall be maintained for overflow but not exceed two inches (2"), unless otherwise required by a City. City of Torrance requires a minimum of 2" clearance for 6" curb face and minimum of 3" clearance for 8" curb face. The vertical distance between the screen gate and the lower portion of the curb opening shall not exceed one half inch (1/2"). The horizontal distances between the screen gate and the side walls shall not exceed one half inch (1/2").
- 15. The placement of any anchoring system to the concrete walls of the catch basin shall be embedded a minimum of three (3") inches. All anchoring sleeves shall be of S-304 stainless steel.
- 16. The catch basin opening screen cover shall remain in the closed and locked position during periods of no rain. The use of torsion springs as a locking mechanism shall not be allowed.

- 17. The catch basin opening screen cover shall not have any components, accessories, frames, or brackets within the catch basin that will prevent the installation of vertical catch basin inserts or that inhibit the operation of existing catch basin inserts. No catch basin opening screen cover component shall hang lower than the bottom lip of the catch basin curb opening.
- 18. No catch basin opening screen cover component shall obstruct the catch basin maintenance opening found on the deck of the catch basin.
- 19. The bottom horizontal lip of the curb opening catch basin shall not be used as an anchor point for the opening screen cover.
- 20. No part of any unit shall obstruct the connector pipe screen (CPS).

**700-1.2 Submittals**. Prior to initiating fabrication, the Contractor shall submit shop drawings, catalog cuts, and other information required which completely describes the units to be installed under this Contract per Subsection 2-5.3. The following information shall be included to this submittal for each type of unit:

- Detailed shop drawings and descriptions of all components of the unit, showing all dimensions, materials used, connection details, assembly details, and mounting details. The shop drawings shall clearly describe the mechanical operation of the unit.
- Calculations shall be provided with the force diagrams that demonstrate that all parts have been properly sized to develop the necessary forces to operate the various mechanisms that automatically open the screen with the flow of water and keep it open when the catch basin floods, and to keep it closed when subject to a force of 25 lbs. The force diagrams and calculations shall be stamped by a Civil or Mechanical Engineer licensed in the State of California.
- 3. Installation details and instructions.
- 4. Warranty information, including contact information for replacement parts.
- 5. Performance and test data, including a list of existing installations with a contact person from the owner of the facility in which each unit is installed and the date of installation.
- 6. Recommended cleaning and maintenance schedule and procedures to maintain the proper functioning of the unit, including replacement schedule of parts for the entire unit.
- 7. Onsite Testing Procedures: Testing procedures in accordance with 700-4.5 for ARS units intended to operate automatically.

700-1.3 Manufacturer's Warranty. All devices included in Section 700 of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY. The warranty shall cover the devices against corrosion, excessive wearing of moving parts, and operational malfunction for any reason. The manufacturer shall provide, at no cost to the AGENCY, all labor, material and equipment required to repair or replace the devices during the warranty period including, but not limited to, calibration and adjustment of moving parts to ensure the device operates properly. There shall be no limit to the number of repairs or replacements required during the warranty period to ensure that the devices operate properly.

**700-1.5 Preliminary Inspection and Measurement.** The Contractor shall inspect each catch basin included in this Contract for unsound conditions such as but not limited to: a) exterior damage, b) bent or missing protection bars, c) damaged manholes, d) damaged face plate, e) other physical damage, f) catch basins requiring protection bars per APWA Standard Plan 310-1. Since these types of conditions may interfere with the installation of retrofit devices, a list of catch basins with such unsound conditions shall be submitted to the Engineer per Subsection 2-5.3. The list shall also identify catch basins that, based on inspection, the Contractor determines are not suited for the type of device listed in the contract documents.

Any subsequently disclosed damage to a catch basin not included in the list submitted by the Contractor will be assumed to be the result of the Contractor's clean out or installation operations and shall be corrected at the Contractor's expense.

The dimensions shown in the contract documents are approximate and included for bid purposes only. The Contractor shall make detailed measurements of each catch basin for the proper fabrication of the devices. Improper fabrication of devices due to errors in the Contractor's measurements shall be corrected at its own expense. The Contractor shall submit written records of its measurements to the Engineer per Subsection 2-5.3. The Contractor shall identify in the measurement records catch basins that, based on actual measurements, are not suited for the type of device listed in the contract documents.

#### 700-2 CLEANING OF EXISTING CATCH BASINS.

**700-2.1 General.** The Contractor shall furnish all materials, equipment, tools and labor to clean out, i.e., remove trash and debris from within and around all catch basins in which retrofit devices will be installed under this Contract to the maintenance standards specified in this subsection. Clean out shall also include the catch basin connector pipe openings. The catch basin shall be clean at the time of the installation of the retrofit device. Any trash and debris that accumulates between the dates the catch basin is cleaned and the date the device will be installed shall be removed prior to installation of the device at the Contractor's expense.

700-2.2 Removal and Reinstallation of Catch Basin Manhole Covers. The Contractor shall remove the existing manhole cover as required to access the inside of the catch basin and shall reinstall the existing catch basin manhole cover whenever the catch basin is left unattended.

The Contractor's attention is directed to the possibility that the catch basin cover screws may be frozen. It shall be the Contractor's responsibility to remove these frozen cover screws. If during their removal the catch basin covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to redrill and tap new holes, if necessary, at no additional cost to the AGENCY. If heat is used to facilitate removal of frozen cover screws, the screws must be checked the following workday to verify that they have not refrozen.

Before leaving a catch basin, the Contractor shall thoroughly clean all debris from the manhole frame and cover. When replacing the catch basin covers, the Contractor shall grease all catch basin cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal) and shall furnish and replace any missing screws.

**700-2.3 Maintenance Conditions and Maintenance Standards.** Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The clean out of each catch basin shall meet the maintenance standards listed as follows:

<u>C</u>	Description of Maintenance condition Deficiency	<u>M</u> a	Description of aintenance Standard
1.	Trash and debris located immediately in front of curb opening or side opening of catch basin, and on top or between metal grates of grated catch basin.	1.	No trash and debris located immediately in front of catch basin opening, and on top or between metal grates.
2.	Vegetation growing across and/or blocking the basin opening.	2.	No vegetation blocking catch basin opening.
3.	Trash and debris in the basin.	3.	No trash and debris within the catch basin.
4.	Trash and debris in the connector pipe opening, upstream or downstream.	4.	No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet inside from the opening.

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a clean out operation at a catch basin and before leaving it, the Contractor shall sweep and clean the top surface of the catch basin and the area 2 feet around the basin, and shall remove any trash and debris resulting from the clean out operations. No debris is to be left at a catch basin for future pickup.

**700-2.4 Method of Removal.** All debris and trash required to be removed from the catch basins shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the clean out operations.

**700-2.5 Debris Disposal.** All debris and trash removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the catch basin sites. The Contractor is responsible for proper disposal of the debris and trash, including obtaining approvals from all jurisdictional agencies, as applicable. The Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with the appropriate agency or organization in charge with the pickup and disposal of dead animals.

Prior to the start of the Work, the Contractor shall identify his intended disposal sites. In addition, the Contractor shall furnish to the Engineer at the end of each week the original or copies of all invoices or billings for the disposal of debris. The Contractor is responsible for reporting to the disposal facility, as accurately as practical, the jurisdictional percentage of the debris being disposed. These invoices must indicate the weights or volume of debris disposed.

Vehicles used by the Contractor to transport debris to approved dumpsites shall be so equipped that spillage does not occur. Covering of the load shall be required to prevent the debris from being blown off the transport vehicle. Vehicles and personnel operating these vehicles that do not comply with this requirement may be ordered removed from the project and shall not be utilized again.

**700-2.6 Payment**. Full Compensation for furnishing all labor, equipment, and materials for the clean out and disposal of trash and debris from catch basins, including dump fees, shall be considered as included in the other item of work and no separate payment thereof.

Bidders are advised that the quantity of debris located within each catch basin is unknown and, therefore, should be taken into consideration when preparing the bid.

#### 700-4 AUTOMATIC RETRACTABLE SCREENS (ARS).

**700-4.1 General.** An Automatic Retractable Screen (ARS) prevents trash and debris from entering the catch basin during dry weather and moderate storm flows, thereby maintaining trash and debris within the street to be collected by street sweeping and other equipment. It shall open automatically to restore the curb opening with minimal obstruction when the depth of the storm flow in the street exceeds 3 inches.

The mechanism for automatically opening the screen shall be any mechanism that collects storm water in a container and uses the weight of that water to operate moving parts that cause the screen to open. The following is a list of Automatic Retractable Catch Basin Screen model and manufacturer accepted by the Los Angeles County Department of Public Works for minimum reduction in Catch Basin Hydraulic Capacity and the Cities:

Model: Surf Gate Manufacturer: American Stormwater, Inc. 20846 Normandie Ave. Torrance, CA 90502 Contact: Todd Waters (310) 354-9999, Ext. 284 americanstormwater@yahoo.com www.americanstormwater.com	Model: Clean Screen III Manufacturer: United Storm Water, Inc. 14000 E. Valley Blvd. City of Industry, CA 91746-2801 Contact: Terry Flury (626) 419-3521 tbaird@unitedstormwater.com
Model: ARS-CL12 Manufacturer: G2 Construction 13331 Garden Grove Blvd. #K Garden Grove, CA 92843 Contact: John Alvarado (714) 748-4242, Ext. 250 jalvarado@g2construction.com	Model: Wing Gate Manufacturer: United Storm Water, Inc. 14000 E. Valley Blvd. City of Industry, CA 91746-2801 Contact: Terry Flury (626) 419-3521 terry@unitedstormwater.com

Bidders are advised that the listing of devices by name in these Special Provisions does not exclude the device from meeting all requirements of these Special Provisions. There shall be no exceptions to this requirement and acceptance of devices not listed in these Special Provisions shall be at the sole discretion of the Engineer. Contractor shall check Special Provisions for each city as shown in the Appendices for additions or exceptions to this list. Products not listed above or in Appendices must be approved by Los Angeles County Department of Public Works to be considered as "or equal" and meet all requirements of these Special Provisions.

#### 700-4.2 Materials and Fabrication.

- 1. All components, appurtenances, and accessories of the catch basin openings screen cover shall be of S-304 stainless steel.
- 2. The catch basin opening screen cover frame shall be manufactured/fabricated from S-304 stainless steel, gauge 12. The structural members shall have a minimum thickness of 3/16 inches. Any mounting brackets that may be used to secure the opening screen cover that are not considered structural members, shall be gauge 10.
- 3. The catch basin opening screen cover shall be manufactured/fabricated from S-304 stainless steel, gauge 12. The opening screen cover shall have circular openings with a diameter of three quarters (3/4) inch and provide at a minimum fifty percent (50%) open area.
- 4. The catch basin opening screen cover shall have its outer edges finished as to prevent handling injuries and ensure trash does not become ensured.
- 5. The catch basin opening screen cover hinges shall be designed as to prevent slippage/prying off from the street side.
- 6. The concrete anchor bolts shall be 3/8" wedge anchor, curb face anchor bolts shall be 3/8" socket button head cap screw, tamper resistant anchors, assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-304 stainless steel.
- 7. An integrated closing-locking mechanism shall be provided on the catch basin opening screen cover that does not solely rely on magnets and/or springs as its locking mechanism.
- **700-4.3 Installation and Removal.** The screen mounting brackets shall be welded to the existing catch basin faceplate assembly or bolted to the concrete walls and soffit of the catch basin. Any faceplate assembly damaged during installation shall be replaced. All parts of the unit shall be sized to fit through the 24-inch diameter manhole when the unit is disassembled.
- **700-4.4 Operation**. The screens shall open and close automatically with variations in water flow per the requirements of Subsection 700-4.1 of these Special Provisions. All screens shall swing fully open and parallel with the face plate of the catch basin under maximum flow conditions, remain open as long as the flow depth exceeds 50% of the curb height, and return to the mechanically locked and closed position as the flow of water recedes.

Any buckets or containers that collect water as part of the automatic mechanism shall be self-draining and be equipped with a means for preventing the bucket from collecting debris that will weigh the bucket down and prevent the screen from automatically closing after the flow of water recedes.

Each unit shall be equipped with a mechanism that maintains the screen fully open if the water rises in the catch basin and impedes the operation of the mechanism that operates the screen (i.e., causes the bucket to float, reduces impact forces, etc.).

**700-4.5 Onsite Test**. Each unit shall be manually operated upon completion of the installation to ensure that the screen and all moving parts move freely and the screen locks securely in the closed position. Units that are determined by the Engineer to be malfunctioning shall be repaired or replaced at the sole expense of the Contractor.

The Engineer will randomly select 25 percent of the catch basins in each City in which ARS units were installed for testing using water supplied from a fire hydrant or water truck. The Contractor shall be responsible for providing the source of water, including obtaining a hydrant construction meter from the water agency if a hydrant is used. Sufficient water shall be provided to cause the ARS units to open with no other assistance as follows:

- 1. Sandbags shall be placed around the catch basin opening to allow the water to pond in front of the catch basin to a depth of 3 inches, measured from the flow line of the catch basin opening. The sandbags shall be located 5 feet upstream and downstream of the end of the local depression. Sandbags shall also be placed 7 feet from and parallel to the curb face.
- An impermeable rigid membrane/barrier shall be placed covering the catch basin opening to allow the water to pond in front of the catch basin. The membrane/barrier shall be capable of sealing the catch basin opening without leakage so that the water ponds to the depth required.
- 3. Once the water reaches the depth described herein, the impermeable membrane shall be removed in one quick and continuous motion to allow the ponded water to instantaneously enter the catch basin and cause the ARS to open. A continuous flow of water shall be provided for at least two minutes after the initial opening of the ARS units in sufficient quantity to maintain the unit open. At the end of the two minutes, the flow of the water shall be stopped and the unit shall close and lock automatically prior to or immediately after the flow into the catch basin stops.
- 4. This process shall be successfully completed at least two consecutive times without adjustments and/or calibration between trials.

Any units that do not open, close, and lock closed automatically under the test conditions, described herein, shall be repaired or replaced at the sole expense of the Contractor and retested. This process shall be repeated until the failed unit passes the test at the sole expense of the Contractor. If more than five of the units tested do not open as described above and require re-testing, the Engineer will select at his/her sole discretion additional catch basins to be tested at no additional cost to the AGENCY. The final adjustments shall be made on other catch basins that have similar configuration as the test catch basin.

**700-4.6 Payment**. The Contract Unit Price, categorized by range in width of the existing catch basin opening, for ARSs shall be considered full compensation for furnishing and installing all the units required to span the entire width of the existing catch basin opening including all labor, materials and equipment for the installation; submittals; costs associated with the 3-year warranty; onsite testing and calibration; and all other costs involved in the Work not specifically covered by other items of work.

The Contractor shall note that some of the catch basins shown on the contract documents do not receive ARS units. Only those marked and identified. But due to the limited funding the AGENCY has the option to delete a location(s) of a catch basin in the contract documents.

Full compensation for furnishing all labor, equipment, and materials for the testing of ARS units shall be considered as included in the Contract Unit Price for the applicable items in the bid. No additional payment will be made for compliance with these testing requirements.

#### 700-5 CONNECTOR PIPE SCREENS (CPS).

**700–5.1 General.** The CPS prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin.

**700–5.2 Requirements.** The CPS shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin, and shall comply with the following items.

- 1. The CPS shall be size, fabricated and installed conforming to the configurations shown in Table 8: Full Capture CPS Hydraulic Analysis and Sizing prepared by the LACDPW in Appendix III.
- 2. The CPS shall not interfere with the operation of the existing or newly installed ARS.
- 3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lb/ft³) within the catch basin area when the screen becomes 100% clogged. The CPS unit shall be bolted to the catch basin walls.
- 4. The CPS shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
- 5. The gap at the bottom, sides, and joints of the CPS unit shall not exceed 5mm (0.197 inches).

- 6. The perimeter of the CPS shall include a structural frame for stiffness, a bolting surface to fasten the CPS to the wall of the catch basin, and support for the upper portion of the CPS unit.
- 7. All parts/components of the CPS unit must be sized to fit through the catch basin's manhole opening.
- 8. When the CPS unit encroaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit. The Removable CPS unit shall be designed and installed with a removable panel allowing access into the catch basin. The removable panel shall be easily disengaged from the rest of CPS assembly upon entry or from the outside of the catch basin. The Contractor shall submit shop drawings for review and approval of the Agency, per Subsection 700-1.2. Full compensation for furnishing and installing the removable CPS unit shall be paid under the Contract Unit Price for "the installation of connector pipe screen(CPS)," and no separate payment thereof.
- 9. It is the responsibility of the Contractor to field verify the location and dimensions of these basins as listed in the contract documents.

# 700-5.3 Materials and Fabrication. The CPS shall meet the following requirements:

- 1. The CPS frame shall be manufactured/fabricated from S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
- 2. The CPS screen shall be manufactured/fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inches) The geometrical opening shape shall have a diameter of 5mm (0.197 inches).
- 3. The screen material used shall have at least 50% open area.
- 4. Any edge of the CPS that is not flush with the wall or floor of the catch basin shall be smooth with no prongs or jagged edges.
- The assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II dropin anchor, SSRM-38, with Type 316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

#### 700-6 NO PARKING SIGNS FOR STREET SWEEPING

**700-6.1 General.** "No Parking" signs for street sweeping are required to maximize the effectiveness of the ARS units. Most streets in the City of Torrance do not have "No Parking" signs. The hours to be posted on the "No Parking" signs are described in the City of Torrance Street Sweeping Routing Study included in Appendix X.

#### 700-6.2 Sign Specifications

The Contractor shall furnish and install "No Parking" signs with days and times to be provided by the Engineer and as follows:

- Size: signs shall e 12"x18"
- Text: Red with "TORRANCE" on the bottom border
- Materials: made of 0.080" aluminum with 3M, diamond grade cubed, with protective overlay film 1160
- Warranty: matched component system warranty of 12 years

#### 700-6.3 Post Specifications

The Contractor shall provide and mount signs to posts as follows;

- U-Channel Post Hot rolled flanged channel produced from high strength rail steel according to ASTM A499-81, Grade 60. Dimensions = 3-1/8" x 1.516"
- Length: 10 feet
- Weight: 2 pounds per linear foot
- Holes: 3/8" diameter on one-inch centers punched full length, beginning 1" from top of post
- Finish: Hot dipped galvanization per ASTMA-A-123

#### 700-6.4 Bracket & Strap Set Specifications

Signs mounted to existing street poles shall use brackets as follows:

- Brackets (2 per set): Stainless Steel, threaded center holed bracket. For use on street poles 3 inches to 12 inches in diameter
- Straps (2 per set): Stainless Steel, radiator-like clamp for quick mounting of signs. Needs only a screwdriver to tighten, 40-inch strap length

Mounting Set Hardware shall be as follows:

- Bold (2 per set): 5/16"x2"; Zinc-plated steel
- Nut (2 per set): 5/16"x2"; Zinc-plated steel (back face mounting)
- Washer (2 per set): 5/16"; nylon (front face mounting)
- Washer (2 per set): 5/16"; zinc-plated steel (back face mounting)

#### 700-6.5 Installation Specifications

Installation should be in ground at depth necessary to hold the sign firmly in place with a minimum depth of 24". Sign placement will be guided by the locations identified in the map in contract documents. As much as possible, actual sign locations will be on the property line, if a new pole is being installed. Signs will be targeted to be placed between the curb and sidewalk with a targeted lateral offset of 0.6 m (2 ft) from the curb and a minimum lateral offset of 0.3m (1 ft) from the face of the curb. Bracket installation requires a screw mounting or other method to the bracket to ensure that the sign may be replaced on the existing bracket without removing the bracket. Sign placement will be 25' from the corner of the intersection.

#### 700-6.6 Payment

The Contract Unit price for installing "No Parking" signs shall include all costs for siting sign locations, materials and installation.

# APPENDIX I CITY OF TORRANCE PERMIT AND BUSINESS LICENSE

CONTRACTOR INFORMATION ON FILE OWNER/APPLICANT INFORMATION Name: Address: City/State: Zip Phone: State License #: Evacuation permits will not be asked without USA LD, number. Class: Exp. Date: City Business #: Underground Service Alert Call 1-800/227-2600 Workers Comp. #: Exp. Date: USA LD. #: **JOB LOCATION/ADDRESS** (or closest street address) Please list was streets: DESCRIPTION OF WORK Lin/Pt Curb & Gutter \_\_\_\_\_ Lin/Ft Trench \_\_\_\_\_ Width of Trench Number of Curb Drains Sewer Connection Lin/Pt Bore\_\_\_\_\_ SqFt Dirt\_\_\_\_\_ SqTt Asphalt \_\_\_\_\_ Sq/Fit Concrete Work Order Number (for addity companies): Applicant or Authorized Signature:

#### Contractor Qualification List

Curts/Gutter	Sewer Mairdine A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)	
Erriveways	Storm Drains	
B(General Building) C8(Concrete Contractor) Street/Alley	U/G Utilities A (General Engineering) (Water, Gas or Oil) C34 (Pipeline Contractor)  U/G Electrical A (General Engineering) C6 (Concrete Contractor)	
Sewer Lateral	CI2 (Earth and Paving Contractors)	

#### **Contractor Qualification List**

- 1) FOR INSPECTIONS 24 hour notice is required, before, during, and after construction. Call 310-618-5898, 7:30 AM 5:30 PM, to SCHEDULE AN INSEPCTION.
- 2) Provide TRAFFIC CONTROL per the "CITY OF TORRANCE CONSTRUCTION TRAFFIC CONTROL PROCEDURES." Street closures shall be per City of Torrance Standard T603. Major street lane closures between B30 AM 3:30 PM only. ONE STANDARD ARROWBOARD REQUIRED FOR EACH LANE CLOSURE.
- Permitt is not valid until two working days after pasifying DIG-ALERT of project. USA #
- Do not remove any trees or shrubs without approval of Torrance Tree Supervisor (310-781-6900).
- 5) Contractor will be billed for overtime inspection services. OVERTIME REQUESTS must be submitted for approval 24 hts in advance.
- 6) Construction site CLEANUP and GRAFPITI removal must be completed prior to finaling of this permit. The work site shall be kept in a well maintained condition. Signage shall be free of graffiti, replaced if bent, vandalized or displays loss of reflectivity. Any graffiti on construction signs must be removed or replaced within 24 hours of notification.
- Any street striping, crosswalk, raised reflective pavement marker or pavement markings damaged by this construction shall be replaced to the satisfaction of the Torrance Public Works Department (310-781-6900).
- 8) THIS PERMIT WILL BE REVOKED if any pollutant is released into or allowed to remain in any component of the city drainage system.
- Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 10) Any irregation system components damaged by this construction shall be replaced to the satisfaction of Park Services (310-618-2790).
- 11) All survey monuments in the project area MUST be located and tied out and a Corner Record filed prior to the start of construction. Also, all destroyed monuments must be replaced prior to receiving final inspection.
- It is the responsibility of the contractor to REPLACE any PAVEMENT removed by this construction.
- The City of Torrance is held harmless from the results of any action or accidents caused by the permittee, his employees, or equipment in the performance of the work described or covered in this permit. Validation of this permit SHALL NOT be held to permit or to be an approval of the violation of any applicable provision of the City Code covering this work, or any other provisions of the City of Torrance Code, in the granting of a Construction & Excavation permit, the Community Development Director may impose such conditions thereon, in addition to those otherwise provided herein, as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a HAZARD TO LIFE or property or be detrimental to property.

# NOTICE CITY OF TORRANCE COMMUNITY DEVELOPMENT DEPARTMENT/ ENGINEERING DIVISION NEW INSURANCE REGULATIONS

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

All insurance certificates shall have an additional clause that states: "The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer" as additional insured.

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON
Community Development Director
City of Torrance

EFFECTIVE 8/11/03

8/11/03

#### CITY OF TORRANCE COMMUNITY DEVELOPMENT DEPARTMENT/ ENGINEERING DIVISION

# PERMIT APPLICATION FORM INSURANCE REQUIREMENTS

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

#### TYPE OF INSURANCE

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following smits of liability:
  - Primary Bodby Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence.
     AND: Primary Property Damage with Smits of at least \$500,000 per occurrence, OR.
  - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with finits as required by the State of California and Employer's Limbilly with limits of at least \$1,000,000.

#### 2. CERTIFICATES

- Oscillations or an attached endorsement must be provided that contains the following provisions:
  - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

#### 3. FILING REQUIREMENTS

 Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, pnor to the issuance of the permit.

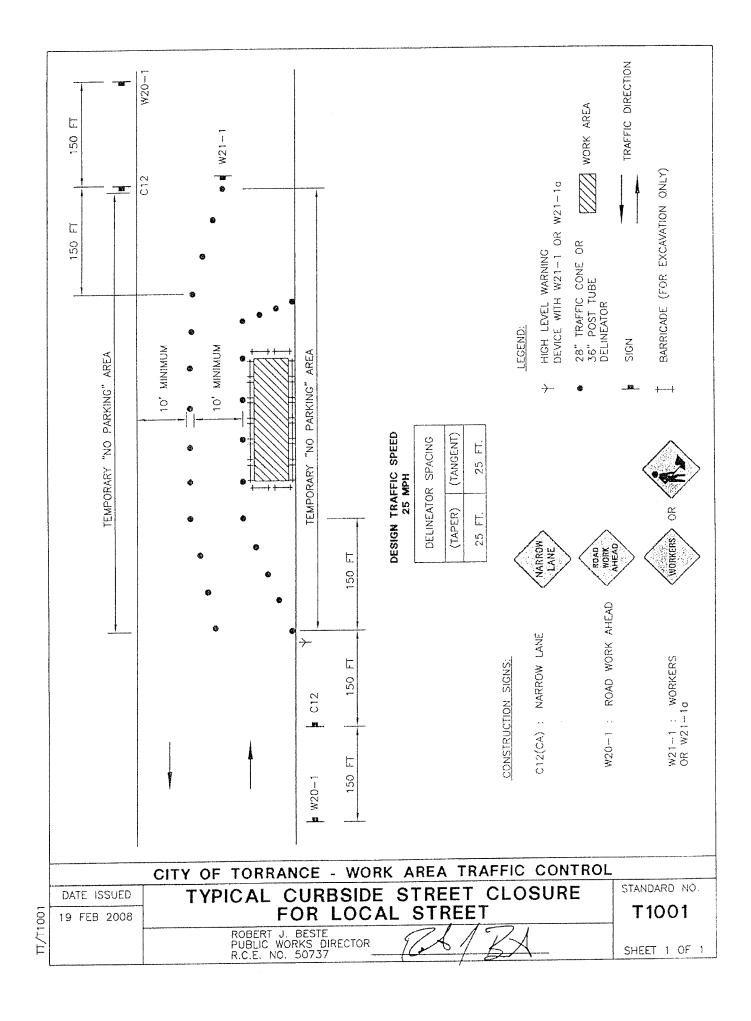
#### 4. ADDITIONAL REQUIREMENT

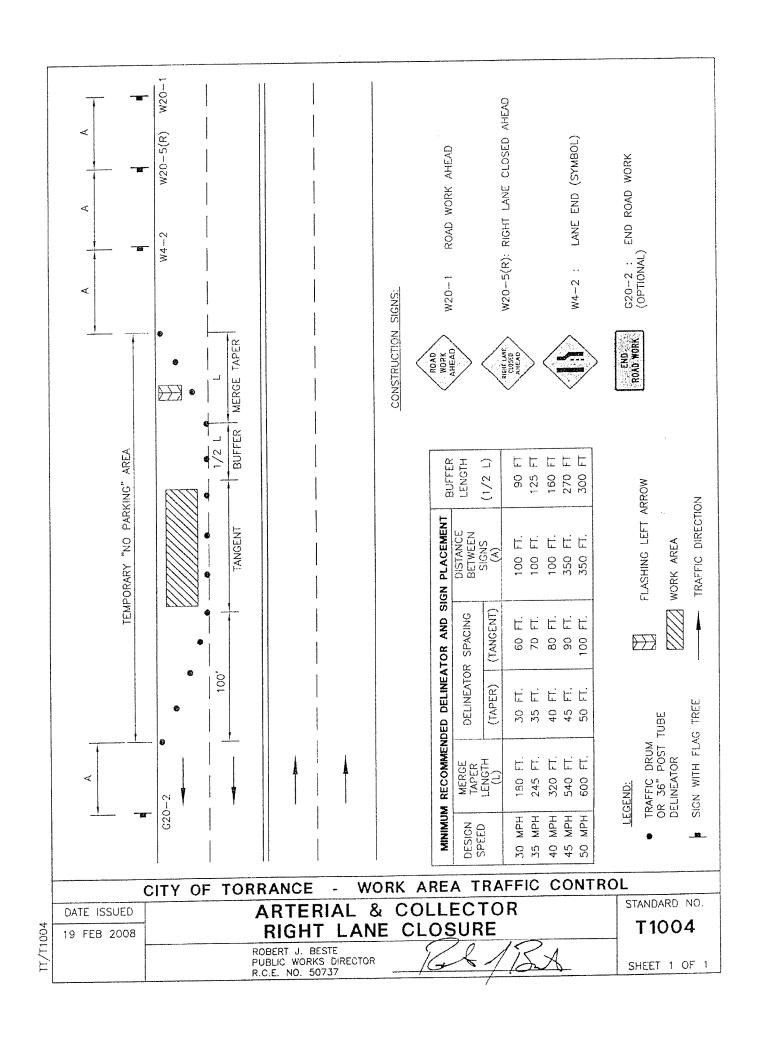
insurance required of any entity performing work will be satisfactory only if issued by companies rated
"B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial
category of a VII or better, unless these requirements are modified or waived by the City's Risk
Manager.

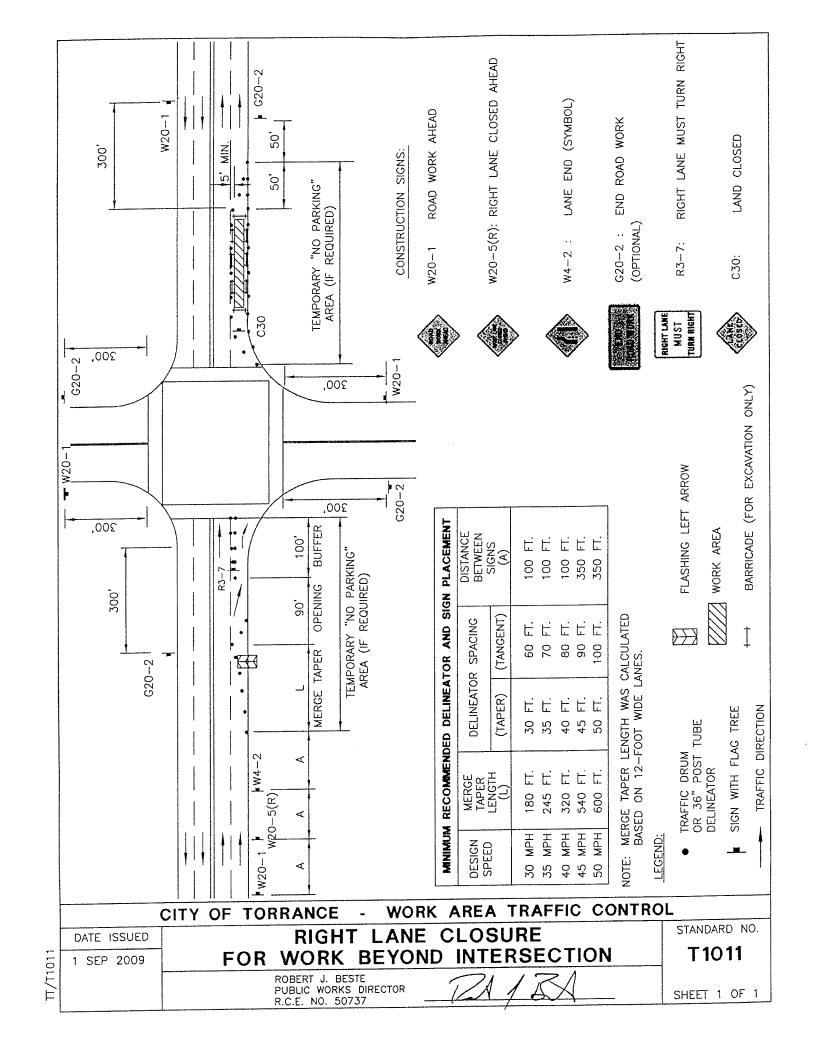
This form can be printed from our website at <a href="http://www.torrnet.com/416.htm">http://www.torrnet.com/416.htm</a>.

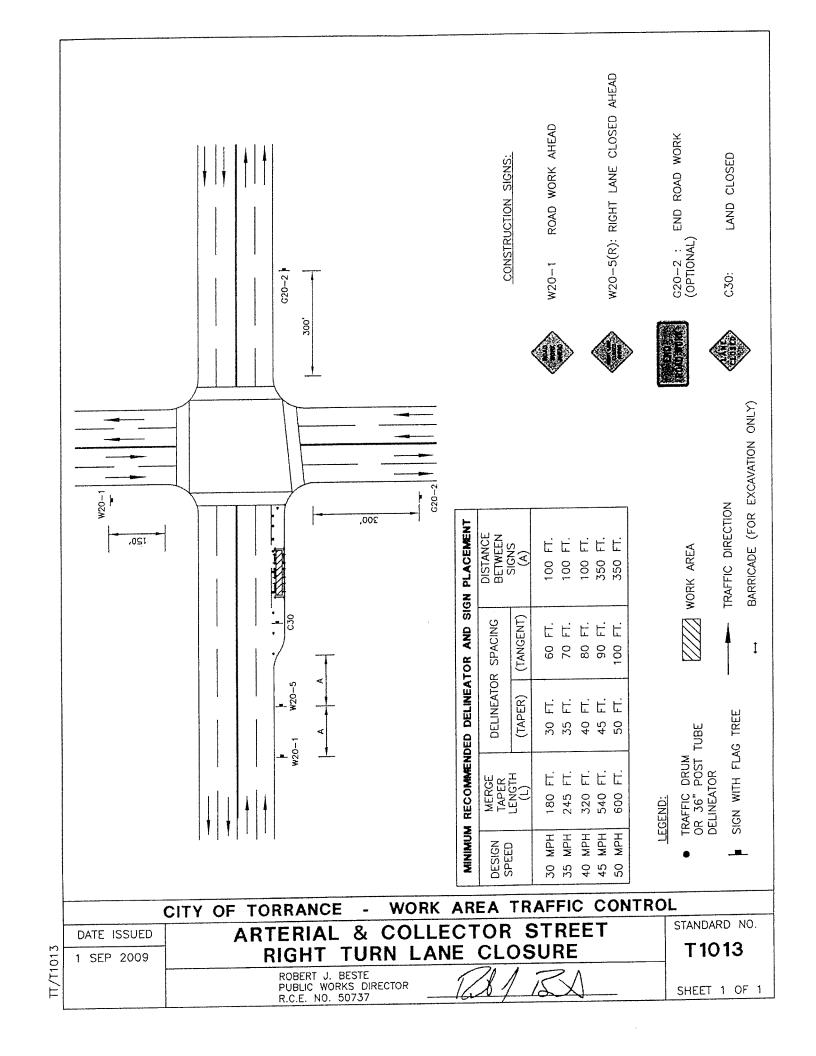
Phase call the Business Lic.		nse Office at 310-518-5923 for		Ne amounts. P.	yment must be s	w payyaqı	Payment must be submitted with your application.
FOR OFFICIAL	FICIAL USE ONLY 2 CATEGOAY NO.	3ML Y	ĮŲ.		City of Torrance, Revenue Division	Sevenue	Division
HOME CASH HEALTH	HEATH PEAST	9000 0 W	?) —	V Bi	iness Lice	INSE A	West Townse Bouleard Townse California 2003 • 310618-833
PART STATE ON ONLY		ANT TO ANSWE	RALL QUES	TIONS IN T	APPLICANT TO ANSWER ALL QUESTIONS IN THIS SECTION (print or type)	int or type)	
St. MISSEMS CG. MISSEMS CG.			AUTR 6		CATY	%I * IX	2
6 MAINGACCAC			# 27 13/2		- CI	STATE	Sin de la constant de
. Ish lum of Blank 35 (alse tycor) kalent tange conducted at the kalent	zeg cercsendei itn ka	(0)			WORKHOAT LOCATION	V BUSHEZS PHONE	lone
TORAGE OF PERSON SERVING AS PLEATEN ITTAINS IN CARREST PARTY OF COPPOSITE CHAIN	authe et o-ent, part er er	reapouteoffari		II.TRUE		E. HOME PHONE	KJ.
大学 日本日本語 おいまれいがおおいと		ar	Airts	#E	I CHEEN COUNTY	OH 201 1 8 3 3 2 3 3 1 1 2 3 1	AR HO
IS STALECON MAISTON SUICENSE HO.	11 & COMMENCEMENT		R. SOCIA, SECURITY NO.	_ <del></del>	19. PER HO.	. 25. SER HO	XX.
HOUSE MAN PER PER PERSON AND PERS		PARTMERSHIP		CORPORATION	NON	SOLE	SOLE OWNERSHIP
NAMES OF CONNERS, PARTNERS, ON PARKINGLE COPPLESSOR	CIPAL CFFICERS	¥TLIII			Section of the sectio		Season of the season
Cocking that samitte carer, painter, coposate officer or parace, with the power of attorney, and innovation if all the information provided at the business being applied for man be revoked as culting in section 31,940 of the Towns Municipal Code is an order of the formation provided in the provided with the business with the provided provided of the information provided in the and contact the business with the provided provided the information provided in the and contact the business with the provided provided the information provided in the provided provided provided the provided provided the provided pr	coposite of the 10 of the	erson with the power of all turicipal Oxfer power of all turicipal Oxfer Conference of the formation provided in this	CONTRACTOR	in ifalling rion Toord heb	idion providentatione is 172 tenesa will not provide any	The bus the buser sowice, pock of p	ess loanse baing applied for may reductivited is 19g4 uncer
Federal, State, or Local Leva, Seeder euroder potally of pertury that the foregoing is true and connect.	eurder perally of pe	squy that the foregoing is	the and connect				
SGNALME					¥.		
B4.50 PE2		PARTII. F	0	FFICIAL USE O	NLY menorite		omes
Karkoru:		<b>ामिक्टी</b> स्वतार्थः					: :
27.17.13.43.4	HOLE		37.783 □ 04 □			37.55	
Necessary as		#J+3	снаск но	ď	аликно.	cka:	TOTAL AMOUNT

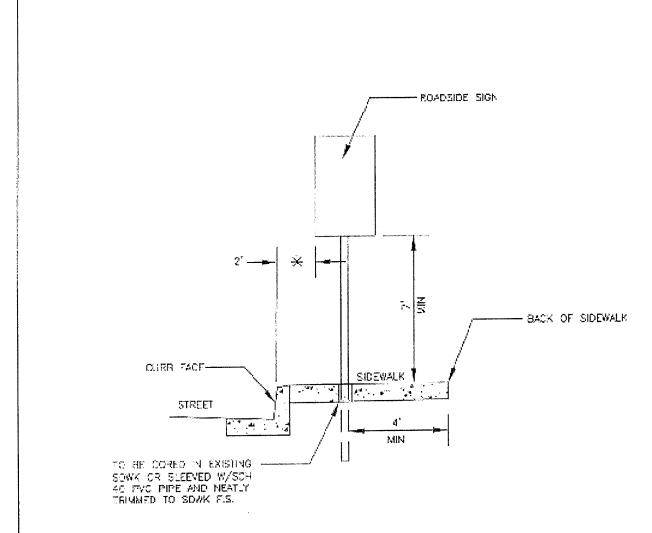
# APPENDIX II CITY OF TORRANCE STANDARD PLANS











\* 1' MIN. WHERE LATERAL CLEARANCE LIMITED

#### NOTES :

). THIS STANLARD APPLIES TO THE PLACEMENT OF PERMANENT ROADSIDE SIGNS, INCLUDING WARNING SIGNS, REQULATORY SIGNS, AND GUIDE SIGNS.

7. FOR SIGN POSTS WITH MULTIPLE SIGNS, THE 7-FOOT MINIMUM CLEARANCE SHALL BE TO THE BOTTOM OF THE LOWEST SIGN.

	CITY OF TORRANCE	
DATE ISSUED	ROAD SIGN PLACEMENT	STANUARD NO.
92 JUL 2006	ROBERT J. BESTE	T502
	PUBLIC WORKS DIRECTOR R.G.E. NO. 50737	SHEET ! OF 1

#### APPENDIX III

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CPS & ARS STANDARD and PERMIT APPLICATION



# LOS ANGELES COUNTY FLOOD CONTROL DISTRICT INSTALLATION OF STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES ON DISTRICT FACILITIES GUIDELINES



Any agency proposing to install a structural Best Management Practice (BMP) device on land or a facility owned, operated, or maintained by the Los Angeles County Flood Control District (LACFCD) to reduce pollution for compliance with the National Pollutant Discharge Elimination System Program or Total Maximum Daily Loads Program shall comply with the following requirements:

- Submit a completed Flood Permit Application, including applicable fees and all necessary submittals to the LACFCD's Construction Division, Permits Section. The proposed installation of structural BMP devices shall be reviewed for, among other things, impacts to the hydraulic capacity, operation, and maintenance of the LACFCD's facility and related system. Approval of any particular structural BMP device shall be at the discretion of the Chief Engineer of the LACFCD.
- 2. If the Flood Permit Application is approved and a Flood Permit is issued by the LACFCD, construct the permitted structural BMP device(s) to the LACFCD's standards and in accordance with the Flood Permit.
- 3. Provide an as-built and a Geographic Information System-based map showing the location of the structural BMP device or each structural BMP device installed pursuant to the Flood Permit.
- 4. Enter into a long-term maintenance agreement between the agency and the LACFCD, pursuant to which the agency shall assume all operational and maintenance responsibilities for the structural BMP in perpetuity, including but not limited to the removal and disposal of pollutants captured or withheld by a structural BMP and the repair of the device as necessary.

At the sole discretion of the Chief Engineer, the agency may contract with LACFCD to operate and maintain the structural BMP on the agency's behalf through a general services agreement with the County.

Approved by Mark Pestrella, Deputy Director Date

RG:lm

P:/wmpub/Secretarial/2010 Documents/Misc/Structural BMP Policy devices.docx

To expedite the process for obtaining a Flood permit to install an Automatic Retractable Screens (ARS) and/or Connector Pipe Screen (CPS) on a Los Angeles County Flood Control District (LACFCD) catch basin (CB), the following CB information must be submitted for review:

- COUNTY-APPROVED ARS DEVICE SHOP DRAWINGS
- CPS DEVICE SHOP DRAWINGS

Both a print and an editable electronic spreadsheet containing the following measurements for each CB:

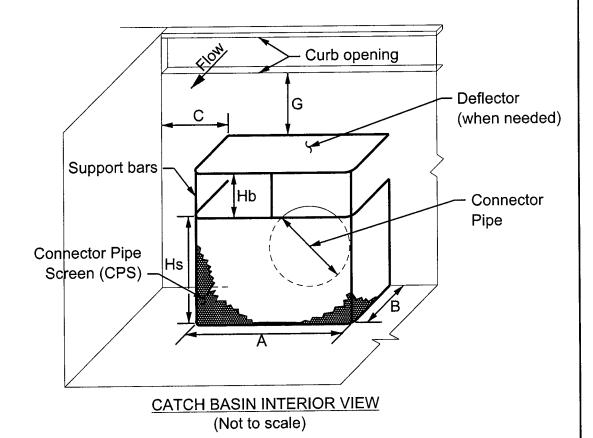
- TYPE OF DEVICE(S) TO BE INSTALLED, e.g. ARS, CPS, or CPS & ARS
- LACFCD CB ID, e.g. 1234567, 1481081, or 1535321
- STREET NAME, e.g. 9TH ST, ADAMS RD, or ALLEY/FRONTAGE
- NEAREST CROSS STREET, e.g. BLAINE RD, 3RD/4TH, or RR TRKS
- CB CORNER LOCATION, e.g. NW, MEDIAN/ES, or MID/S
- ADDRESS/LOCATION, e.g. 5972 ACROSS, 30' S/O 5972, or BTWN 5972/5976
- THOMAS GUIDE (TG) PAGE & GRID, e.g. 557-A1
- TYPE OF CATCH BASIN, i.e. SPPWC Std. Plan 300
- NUMBER OF GRATES
- "W" (FT), i.e. the CB curb opening horizontal dimension (CB width)
- "X" (IN), i.e. the vertical dimension measured from the top of curb to the street flow line (CB curb opening height)
- "Y" (IN), i.e. the vertical dimension measured from the street flow line to the CB invert at the outlet pipe (CB interior depth at outlet end)
- "V" (FT), i.e. the vertical sum dimension ("V"="X"+"Y")
- "B" (IN), i.e. the horizontal dimension measured from the curb face to the back of the CB (CB top deck)
- OUTLET PIPE DIAMETER (IN)
- OUTLET PIPE LOCATION, i.e. "APPENDIX A-4: CONNECTOR PIPE LOCATION KEY"
- INLET PIPE DIAMETER (IN) (if applicable)
- INLET PIPE LOCATION, i.e. "APPENDIX A-4: CONNECTOR PIPE LOCATION KEY" (if applicable)
- STEPS LOCATION, i.e. "APPENDIX A-4: CONNECTOR PIPE LOCATION KEY"

Amir Zandieh

Hydraulic Analysis Unit, Design Division Los Angeles County Dept of Public Works (626) 458-7894

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

#### APPENDIX A-1: CPS CONFIGURATION



CPS Length	L = A + 2B
CPS Height	Hs
Bypass Height	Hb
Minimum Wall Clearance	C = 4 inches
Minimum Interior Spacing	B = 10 inches
Minimum Distance from Street Flow Line	G

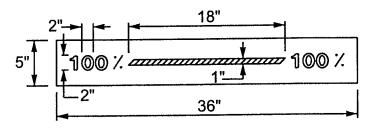
#### **NOTES**

- The CPS shown above is for illustrative purposes only. The catch basin connector pipe location and the shape and design of the CPS may deviate from the above example.
- 2. For L, Hs, Hb, and G values see attached CPS sizing Table 1.

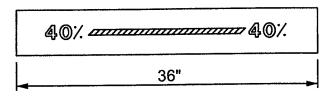
Revised 07/21/2010

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

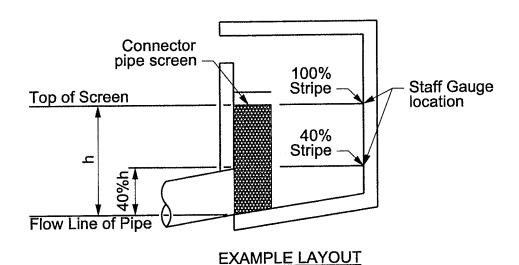
## APPENDIX A-2: STAFF GAUGE



100% STRIPE (Red Stripe and Numbers on White Background)



40% STRIPE
(Red Stripe and Numbers on White Background)



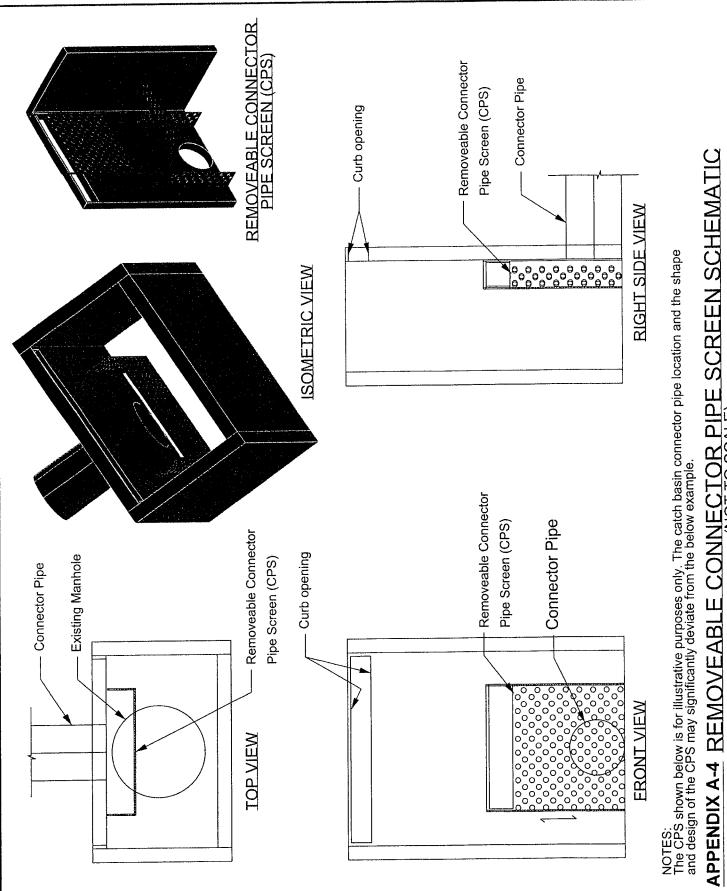
## "THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."

- 1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.
- 2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height as shown above.
- 3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

Revised 07/21/2010

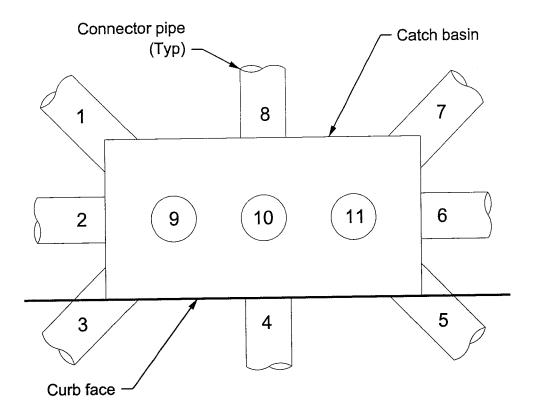
# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS APPENDIX A-3: EXAMPLE CPS LAYOUTS CURB OPENING CATCH BASINS (TYPES 300, 306, 307) Manhole (Typ.) Connector Connector Pipe Ex. Catch Pipe (Typ.) Screen (CPS) (Typ.) Basin (Typ.) Note 2 (Typ.) CURB OPENING CATCH BASINS WITH GRATES (TYPES 301, 302) GRATED CATCH BASINS (TYPES 303, 305) may NOTES: 1. The CPS configurations shown above are for illustrative purposes only. This

- is not a comprehensive list.
- 2. If the CPS encroaches under the manhole more than 4", the manhole may be relocated or a new manhole may be added per SPPWC 300-2.



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

## APPENDIX A-4: CONNECTOR PIPE LOCATION KEY



## NOTE

 This illustration shall be used to identify the location of a catch basin's connector pipe. The number chosen shall be that which most nearly represents the actual location of the connector pipe.

## **APPENDIX B - CPS SIZING TABLE**

TABLE 1 CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Catch Basin Type	*V-depth (ft)	CB Width (ft)	No. Grates	Bypass Height H <sub>b</sub> (in)	Screen Height H <sub>s</sub> (in)	Screen Length L (ft)
		3.5	-			4
		7	_			5
	3.0	10	-	8	14	6
		14	-	1		8
	Ī	21	-	1		10
		3.5	-			4
	Ī	7	-	1		4
	3.5	10	-	10	16	5
	ļ	14	_			6
	Ì	21	-			7
		3.5	-		20	4
300		7	1 -			4
	4.0	10	1 -	12		5
,		14	1 -			6
		21	1 -			7
		28	] -			8
	4.5 or greater	3.5	-	12	22	4
		7	1 -			4
		10	1 -			5
		14	-			6
		21	] -			7
		28	Ī <u>-</u>			8
		7	1		15	5
	0.5	10	2	10		6
i	3.5	14	1	7 10		7
		14	2			8
		7	1		18	5
		10	2	12		6
301	4.0	14	1	] 14		7
		14	2			8
		7	1			5
		10	2	1 42	24	6
	4.5 or greater	14	1	12	24	7
		14	2	7		8

## APPENDIX B - CPS SIZING TABLE

TABLE 1
CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Catch Basin Type	*V-depth (ft)	CB Width (ft)	No. Grates	Bypass Height H <sub>b</sub> (in)	Screen Height H <sub>s</sub> (in)	Screen Length L (ft)
		-	1			4
	3.5	-	2	10	15	5
		-	3			6
		-	1			4
303	4.0	-	2	12	19	5
		-	3			6
		-	1			4
	4.5 or greater	-	2	12	22	5
	J	-	3			6

<sup>\*</sup> for CBs with v-depth less than 3 feet, contact the District for H<sub>b</sub>, H<sub>s</sub>, L, and G values.

## **APPENDIX B - CPS SIZING TABLE**

TABLE 2
CPS SIZING TABLE FOR SUMP CONDITIONS WITH NO ARS

Catch Basin Type	*V-depth (ft)	CB Width (ft)	No. Grates	Bypass Height H <sub>b</sub> (in)	Screen Height H <sub>s</sub> (in)	Screen Length L (ft)
		3.5	-			5
		7	-			7
	3.0	10	-	12	12	8
		14	-	1		10
		21	-	1		15
		3.5	-			5
	}	7	-	1		7
	3.5	10	-	14	14	8
		14	-			10
		21	-			12
		3.5	-		18	5
300		7	-		18	6
	4.0	10	-	16	18	7
		14	-		18	8
		21	] -		18	10
		28	] -		16	12
	4.5 or greater	3.5	-	16	18	5
		7	-		18	6
		10	-		18	7
		14	-		18	8
		21	-		18	9
		28	-		16	10
		7	1			6
	0.5	10	2	1 40	12	10
	3.5	14	1	13		10
		14	2			13
		7	1		14	6
	4.0	10	2	1		10
301	4.0	14	1	14		9
	ľ	14	2			10
		7	1			6
		10	2	16	16	9
	4.5 or greater	14	1			9
		14	2			10

<sup>\*</sup> for CBs with v-depth less than 3 feet, contact the District for  $H_b$ ,  $H_s$ , L, and G values.

### Attachment A

## Automatic Retractable Screens (ARS) Requirements

The ARS prevents trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. ARS are not allowed on CBs connecting to drains of less than 4-year frequency design storm.

The City and its contractor shall adhere to the requirements, conditions, and provisions listed below and on the Permit:

- 1. The City's contractor will be required to perform a field operational test on 25 out of each 100 CBs in which ARS units were installed, as required in the Public Works' specifications for ARS contracts (Attachment B). Any units that do not open, close, and lock closed automatically under the test conditions, shall be repaired or replaced and retested. This process shall be repeated until the failed unit passes the test. If five or more of the units tested do not open as described above and require re-testing, Public Works will select, at its discretion, as many additional CBs as needed to be tested to ensure the 100 CBs that were installed are functioning properly.
- 2. The exposed ends of the protection bar, when removed, must be drilled out to a minimum depth of 1/4-inch and refilled with neat "Sikadur 32, Hi-Mod" or Agency-approved equal. When CB protection bars are removed, each ARS unit shall be fitted with a permanent, fixed horizontal, 3/4-inch diameter solid stainless steel bar located at the same distance above the flow line as the existing protection bar. Butt welding of the protection bar will not be allowed. The new protection bar shall remain fixed when the unit opens and shall not protrude beyond the projected curb face. However, the protection bar replacement will be waived when both of the following conditions are met:
  - Where CB curb face height is 12 inches or less.
  - When the opening, between the ARS unit, in fully open position, and the flow line is such that a sphere of 4 inches in diameter cannot pass through.
- 3. The City shall, during storm events; patrol the locations where ARS units are installed and clear any trash lodged on the screen to allow storm flows to enter the catch basin.

## Attachment A (cont.)

## Connector Pipe Screen (CPS) Requirements

The CPS prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin.

The CPS shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin, and shall comply with the following items:

- 1. The CPS shall be sized, fabricated and installed conforming to the configurations shown in the CPS Sizing Table 1, Appendices A-1, A-2, and A-3.
- 2. The CPS shall not interfere with the operation of an existing or proposed ARS.
- 3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lb/ft³) within the catch basin area when the screen becomes 100% clogged. The CPS unit shall be bolted to the catch basin walls.
- 4. The CPS shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
- **5.** The gap at the bottom, sides, and joints of the CPS unit shall not exceed 5mm (0.197 inches).
- 6. The perimeter of the CPS shall include a structural frame for stiffness, a bolting surface to fasten the CPS to the wall of the catch basin, and support for the upper portion of the CPS unit referred to as the "bypass" (see Appendix A-1).
- **7.** All parts/components of the CPS unit must be sized to fit through the catch basin's manhole opening.
- 8. When the CPS unit encroaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit. The Removable CPS unit shall be designed and installed with a removable panel allowing access into the catch basin. The removable panel shall be easily disengaged from the rest of CPS assembly upon entry or from the outside of the catch basin. The Contractor shall submit shop drawings for review and approval of the Agency. It is the responsibility of the Contractor to field verify the location and dimensions of these basins.
- 9. The CPS frame shall be fabricated from S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
- 10. The CPS screen shall be fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inches) The geometrical opening shape shall have a diameter of 5mm (0.197 inches).

## Attachment A (cont.)

- 11. The screen material used shall have at least 45% open area.
- **12.** Any edge of the CPS that is not flush with the wall or floor of the catch basin shall be smooth with no prongs or jagged edges.
- 13. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II drop-in anchor, SSRM-38, with Type 316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

Preliminary Measurement. The Contractor shall make detailed measurements of each catch basin, including the size and location of the connector pipe, for the proper fabrication of the devices. The Contractor shall submit written records of its measurements to the District for review and approval prior to fabrication of the CPS units. Improper fabrication of devices due to errors in the measurements shall be corrected at the Contractor's expense.

Cleaning of Existing Catch Basins. The Contractor shall furnish all materials, equipment, tools and labor to cleanout (i.e. remove and dispose of all debris from within and around) all catch basins in which retrofit devices will be installed under this Contract to the maintenance standards specified. cleanout shall also include the catch basin connector pipe openings and the first 6 feet thereof. The catch basin shall be clean at the time of the installation of the retrofit device. Any trash and debris that accumulates between the dates the catch basin is cleaned and the date the device will be installed shall be removed prior to installation of the device at the Contractor's expense.

Maintenance Conditions and Maintenance Standards. Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The cleanout of each catch basin shall meet the maintenance standards listed as follows:

	Description of Maintenance Condition Deficiency	Description of Maintenance Standard
1.	Trash and debris located immediately in front of curb opening or side opening of catch basin, and on top or between metal grates of grated catch basin.	No trash and debris located immediately in front of catch basin opening, and on top or between metal grates.
2.	Vegetation growing across and/or blocking the basin opening.	No vegetation blocking catch basin opening.
3.	Trash and debris in the basin.	No trash and debris within the catch basin.
4.	Trash and debris in the connector pipe opening, upstream or downstream.	No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet from the opening.

## Attachment A (cont.)

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a cleanout operation at a catch basin and before leaving it, the Contractor shall sweep the top surface of the catch basin and the area 2 feet around the basin, and shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at a catch basin for future pick-up.

**Method of Removal.** All trash and debris required to be removed from the catch basins shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the cleanout operations.

Debris Disposal. All trash and debris removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the basin sites. The Contractor is responsible for proper disposal of the trash and debris, including obtaining approvals from all jurisdictional agencies, as applicable. The contractor shall contact LA County Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with Animal Care and Control, a list of local Animal Care and Control offices may be obtained at http://animalcare.lacounty.gov/locationByCity.asp.

**Staff Gauge.** The contractor shall paint a staff gauge per Appendix A-2. The staff gauge shall be located such that it is visible through the curb opening or grating of the catch basin.

#### Maintenance and Repair

Permittee shall provide for the long-term maintenance and repair of each CPS and ARS device installed pursuant to this permit by complying with one of the following options, within one year of the date of this permit:

- 1. Permittee must enter into a General Services Agreement (GSA) with the County of Los Angeles if permittee does not currently have a GSA in effect. Permittee shall make a request for services to the County to maintain and repair the CPS and ARS devices installed pursuant to this permit, in accordance with the terms of the GSA, and County shall have approved the request for services. The start date for the request for services will be at the discretion of the County.
- 2. Permittee shall enter into a long-term maintenance agreement with the LACFCD. The long-term maintenance agreement shall require Permittee to perform all maintenance and repair of the CPS and/or ARS devices installed pursuant to this permit, shall specify the terms and conditions of Permittee's performance, and shall be approved by the respective governing bodies of the Permittee and the LACFCD.

Until such time as Permittee complies with either option 1 or option 2 above, Permittee shall be responsible for the operation and maintenance of all catch basins and connector pipes retrofitted with a CPS and/or ARS device pursuant to this permit. Permittee's operation and maintenance responsibilities shall include, without limitation, the removal and disposal of pollutants captured by each CPS and/or ARS device, and the monitoring of all such catch basins and connector pipes during storms, as necessary to ensure the proper functioning of each catch basin and connector pipe for flood protection.

Until such time as Permittee complies with either option 1 or option 2, above, Permittee shall, in addition to any other indemnification obligations provided for in this permit or elsewhere, fully indemnify, defend and hold LACFCD harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising from or in connection with, (i) any CPS or ARS device installed pursuant to this permit, or (ii) any blockage or obstruction of a catch basin or connector pipe directly caused by a CPS or ARS device installed pursuant to this permit.

Should the permittee violate any of the conditions of this permit (including, without limitation, failure to comply with either option 1 or option 2, above) the LACFCD reserves the right to rescind this permit and to direct the Permittee to remove, any and all devices installed within LACFCD facilities pursuant to this permit. If, when directed to do so, the permittee fails to remove these devices within a reasonable time, the devices may be removed by the LACFCD. If the LACFCD removes any device

pursuant to this paragraph, Permittee shall, within 30 days of receipt of an invoice from LACFCD, reimburse the LACFCD for all costs and expenses incurred by the LACFCD in connection with the removal of the device(s).



### LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

900 S. FREMONT AVE.

ALHAMBRA, CALIFORNIA 91803-1331

#### TRACKING NO. FLOOD PERMIT APPLICATION DATE RECEIVED

OWNER/ APPLICANT:			TELEPHONE:(	)
Street		City		Zip Code
AGENT/ CONTACT:			TELEPHONE:(	)
ADDRESS:Street		0.1		
E-MAIL		City		Zip Code
SITE ADDRESS:		City		Zip Code
NEAREST INTERSECTION:		•	THOMAS CHIDE:	•
SCOPE OF WORK:				
PERSON/AGENCY RESPONSIBLE MAINTENANCE OF THE PROPOS The undersigned certifies that the app Chapter 2.160), and that all persons a application process. It is further agricefunds, regardless if payment is made	ED FACILITY:  licant for this permit is familiar wit obtains on behalf of the applicant had that the Owner/Applicant is	ave complied with and will	continue to comply with th	(Los Angeles County Code is ordinance throughout the
Print Name of Owner/Applicant	Signatu	ure of Owner/Applicant	Da	te
Submittal Requirements:  1. Four sets of final construction plans 2. Two sets of letter size structural an by a registered civil/structural engir 3. Four copies of the As-Built drawing 4. Letter from Owner/Applicant author 5. For storm drain connections, comp 6. Fees will be charged according to t 7. Certificate of Liability Insurance (\$1 the Los Angeles County Flood Con 8. Complete and sign acknowledgem Attachment to this permit per Los A The applicant must show that the proportion of the control of the contro	d/or hydraulic and hydrology calcu- neer licensed to practice in the Sta s of the District's facility impacted izing Agent/Contact to request a pete EXHIBIT "A" when applicable, he current ordinance established to Million minimum coverage) and a trol District, and, when applicable, ent that Applicant has read, unde ingeles County Code Chapter 12.8 losed work will not adversely affect	ulations. The plans and calcate of California. by the proposed work and to be mit on their behalf. , and submit SUSMP. by the Board of Supervisors additional insured endorsem, the U.S. Army Corps of Entrestands, and agrees to fully 80 Stormwater and Runoff Fit the District's interests; i.e.,	evilations must be stamped wo of the right-of-way ma ent naming the County of gineers as co-insured. comply with the Best Ma Pollution Control.	d and signed p.  Los Angeles, anagement Practices (BMP)
DAVERDIT	FOR DIST	RICT USE ONLY	RECEIVED BY:	ASSIGNED TO:
Inspection: \$Security Deposit: \$ Actual Cost: \$	(Project No		ested Routing:  DES-H DES-S WRD MPM PDD EPD GMED T&L Road Unit	-
Total: \$ <b>TYPE</b>	<del></del>	<u> </u>		
☐ Storm Drain Connection ☐ Catch Basin Relocation ☐ Catch Basin Modification	☐ Landscaping ☐ Major Modifications ☐ Minor Modifications	<ul><li>○ Overbuild</li><li>○ Bridge</li><li>○ Utility Crossing</li></ul>	□ Access □ LNO □ Other	
NFO Stream/Project				P.O. #
PD/MTD (To be Transferred)				
NO - Ai D it- Flord Heighther 2	Pro-Pro-	Traculturi, 140.	<del></del>	

# FOR DISTRICT USE ONLY (Preliminary Check) General

		Incomplete packages are NOT accepted
		Plan Check and Inspection fees included
		Vicinity Map
		Affected facility (i.e. MTD, RDD, & etc.) has been transferred to the District for maintenance
General	Eng	ineering Requirements
	۵	Two sets of calculations and/or reports stamped and signed by a Civil/Structural/Geotechnical Engineer
		Four sets of plans (seven for Army Corp facilities) signed and stamped by a Civil/Structural/Geotechnical Engineer
		Four copies of District's facility "As-Built" drawings that are affected by the proposed work
		Name of affected District facility shown on the plans for the proposed work
		Plan, Profiles, Elevations, Sections, and Details for the proposed work
Storm D	rain	Connections
		Existing hydraulic and hydrology data of the District's facility impacted by the proposed connection
		Obtain the "Allowable Q" from Design Division
		Revised Hydraulic calculations taking into account the proposed connection
		Water quality agreement signed and notarized (Not always required)
		Stationing along LACFCD's storm drain centerline where the proposed connection is located
		SUSMP
Catch ba	asin	relocation
		Existing catch basin hydrology and design data included.
		Revised catch basin hydrology and design data included.
		Connector pipe hydraulics.
		Street capacity calculations
Crossing		rer channels
		Water surface and pier loss calculations
		Structural calculations for the bridge/ utility crossing including surcharges on the District facility
		Plan and profile plans
Overbuil	ds	
		Right-of-way letter of approval from the underlying fee owner
		Two copies of the structural calculations for added surcharges on the District facility
		Two copies of the right-of-way map
		Two copies of the easement documents (if LACFCD is not the underlying fee owner)
Utility Cr	ossi	ngs
Under	-cro	ssing
		Plan and profile of proposed utility showing the District storm drain
		Method of support and structural calculations
		Two copies of right-of-way map and four copies of the "as built"
Over-	cross	
		Plan and profile of proposed utility showing the District storm drain
		Two copies of right-of-way map and four copies of the "as built"
		Structural calculations for added surcharges on the District facility
Tempora		
Short	Tern	n Use (less than a year)
		Liability Insurance (\$1,000,000 minimum coverage) including LACFCD/LACDPW as additionally insured
		Plot plan with north arrow and limits of affected areas
Long		Use (more than a year)
		Copy of Use Agreement, Recreation Agreement
		SDF Plot plan with north arrow and limits of affected areas

## **APPENDIX IV**

TERMS OF COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

## TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which these Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- 5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The City shall not make payments when payroll records are delinquent or inadequate. The City shall withhold payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.
- 8. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1, and Contractor shall include in the written contract between it and each subcontractor a copy of Chapter 1 and a requirement that each subcontractor shall comply with Chapter 1's provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

9. Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 *et seq.* and implementing regulations in connection with any work undertaken or in connection with the Agreement.

## APPENDIX V

## CITY OF CARSON SPECIAL PROVISIONS AND PERMIT REQUIREMENTS

## CITY OF CARSON SPECIAL PROVISIONS

The City of Carson has elected to have "KEEP CARSON BEAUTIFUL" stenciled in the ARS units as shown in this Appendix. Please note that the Contractor is not required to provide the same ARS unit to every City and may provide the City of Carson with ARS units provided by a different manufacturer than the other cities.

The City of Carson has already submitted an application to the Los Angeles County Department of Public Works for ARS and CPS units to be installed in Los Angeles County Flood Control District catch basins within the City of Carson. A copy of the Permit Fee Invoice and comments on the submittal are included in this Appendix. The Contractor shall respond to comments and obtain the Los Angeles County Department of Public Work permit on behalf of the City of Carson.

γg, 0000 75 0000 75 0000 76 0000 76 9 0000 0000 0000 0000 9000 9000 9000 9000 9000 0000 0000 0000 0000 m 0000 m 0000 D PATENT PENDING PROPRIETARY AND CONFIDENTIAL 0000 0000 NEXT ASSY 0000 ( 0000 ( APPLICATION 0000 000 0 INTERPRET GEOMETRIC
TOLERA-ICING PERMATERIAL
304 STAINLESS STEEL
FINEH
LOCALE DIMENSIONS ARE IN INCHES TOLERANCES.
FRACTIONAL:
ANGULAR: MACH: BEND:
TWO PLACE DECIMAL:
THREE PLACE DECIMAL: 9 9 9 JNLESS OTHERWISE SPECIFIED NOT TO SCALE NONE ENG APPR CHECKED DRAWN MFG APPR ≤ NAME DATE 5/22/12 TITLE: **₽** SCALE: N/A DWG. NO. WEST COAST STORM INC. CARSON ARS SCREEN CITY OF CARSON ARS SCREEN SHEET 1 OF 1 ➣ REV

0

0

0

0

# DEPARTMENT

Vender FILE COPY

RECEIVED

P42350 R048906

2012 AUG 27 AM 7: 38

ENGINEERING SERVICES CITY OF CARSON

08/23/12 DSG/ENGINEERING

018100

LOS ANGELES COUNTY

DEPT OF PUBLIC WORKS

900 S FREMONT AVE 3RD FLOOR

ALHAMBRA, CA 91803-1331

0001 1 LOT

FEE, FOR FLOOD PERMIT AS IT RELATES TO MACHADO LAKE TRASH TOTAL MAXIMUM DAILY LOAD AND CAPITAL IMPROVEMENT PROJECT NO. 1332, PER FLOOD PERMIT APPLICATION.

APPROVED BY CITY COUNCIL ON AUGUST 7, 2012, ITEM NO. 8.

--->PROCESS FOR PAYMENT

--->PURCHASE ORDER W/CHECK

--->DO NOT MAIL CHECK

Check miled -8/23/12

--->DO NOT MAIL P.O.TO VENDOR!

PO Total

50,000.00

50,000.00

50,000.0

08/23/12

APPLICATION

MO Palis

Vendor ID: TBD TBD PH: ( )	PEDB: P (	Addr: P1 Confirm Account: Terms: Text File Name Cat: Bid No Type: P Contra	Curr: Format:
Blanket Number:	: Amt:	, An	nt Rm:
Ship: Name: Date Required: Entry Date: 08/ Requested by: D Approved by: Printed by:	PEDB Addr: 08/23/2012 Requisin /13/2012 Expiration DEBBIE TORRES	Date: 06/30/2013 Date: 08/13/2012 Date:	PEDB Addr:  Auto EN: Y Div: GEN End Use DSG/ENGINEERING Buyer:

PURCHASE REQUEST AUTHORIZATION	
From: DSG Staff To: DSG General Manager	
Reason/Purpose for this request:  See For Head Jernat as a seland is Madons  9 14 17	
Requisition Approvale The 1332 approved by Council on	
Tourskh Alelfath. 8/14/12	
Authorization Signature  Date	
The state of the s	
to Not I all	
Patricia Elkins will Hand Carry	

```
PO310 <3b96> PO_ITEM_MO1 Andrea Ellis
                                                                 BROWSE
 Software PURCHASE REQUEST ITEMS
                                                              (C) 2012
 PR# Item Qty Unit Cost Units Terms Discount R048906 0001 1 50,000.00 LOT
 Tax:
                       Charges:
                                                   Duty:
  Tax: PT Ex: 50,000.00 Extend: Account: 01808202856004/0133201 Ledger
                                                                50,000.00
   GF DS ENG NPDES/Water Quality Machado Lake Watershed Catch B
Professional Services Capital Tenances
                                                  Ledgers: GL GL JL JL
      Professional Services Capa

Name: TBD
  Vendor ID: TBD
                             Ad: Name:
 Ship To ID:
                        Cd:
 Join Product Code
                        Whse FA PO# Item PO Total
                                                                  Status
                              Ν
                                                      50,000.00
 Catalog #:
                               Print: Y
                                                       Change: Y Edit:
 No Description-----[40]-v
                                                                        Τp
 01 FEE, FOR FLOOD PERMIT AS IT RELATES TO
                                                                        PO
 02 MACHADO LAKE TRASH TOTAL MAXIMUM
                                                                        PO
 03 DAILY LOAD AND CAPITAL IMPROVEMENT
                                                                        PΩ
 04 PROJECT NO. 1332, AS APPROVED BY
                                                                        PO
 05 COUNCIL ON 08/07/12, ITEM NO. 8.
                                                            ] POST:[]
 Print PO:[] Rec Rpt:[] Copy Item:[] Send To:[] POST:[]
F Key:[] J Item:[] GOTO PR: AD: As: Pt: Tx: Nt:
FIRST DELETE
                  PRINT HELP
                                          PREVIOUS NEXT
                                                            COLLECT EXIT
```



## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 S. FREMONT AVENUE ALHAMBRA, CA 91803-1331

## MESSAGE

District's CBs Retrofit in the

TO: PATRICIA ELKINS DATE: January 23, 2013

CITY OF CARSON

701 E. CARSON STREET SUBJECT: City of Carson

CARSON, CA 90745 PERMIT No.: PCFL 201203205

We have reviewed your revised submittal for the proposed installation of Automatic Retractable Screens (ARS) and Connector Pipe Screen (CPS) units in the existing Los Angeles County Flood Control District (LACFCD) Catch Basins (CBs) within the City of Carson (City), and have the following comments:

- 1. Out of the original 196 CBs submitted for retrofit review, 154 CBs are LACFCD-owned and 42 CBs are City-owned.
- 2. Attached is a PDF file <121220-Final-City of Carson CB Project.pdf>, which includes the following:
  - **a.** CBs Permit List (3 pages), 154 LACFCD CBs. Our review comments were incorporated in this List. The CBs were grouped as:
    - > The first **9 CBs** (not highlighted) are allowed for **ARS** unit retrofit only.
    - ➤ The next **7 CBs** (not highlighted) are allowed for **CPS** unit retrofit only. See Table 1 for CPS dimensions.
    - > The last 138 CBs (highlighted in yellow) are allowed for both CPS & ARS units. See Table 2 for CPS dimensions.
  - **b.** Attachment A Automatic Retractable Screens (ARS) Requirements & Connector Pipe Screen (CPS) Requirements
  - c. Attachment B Field Testing of ARS Units
  - d. Attachment C
  - e. Table 1 CPS Sizing Table for CBs In Non-Sump Conditions With No ARS
  - f. Table 2 CPS Sizing Table for CBs With ARS, City of Carson
  - g. Appendix A-1: CPS Configuration
  - h. Appendix A-2: Staff Gauge
  - i. Appendix A-3: Example CPS Layouts
  - i. Appendix A-4: Connector Pipe Location Key
- 3. Provide ARS and CPS Shop Drawings for our review and approval.
- **4.** The City shall enter into a Long-Term Maintenance Agreement with the LACFCD, pursuant to which the City shall assume operational and maintenance responsibilities for the structural

BMPs in perpetuity, including but not limited to the removal and disposal of pollutants captured or withheld by the structural BMPs and the repair of the device as necessary.

- **5.** Also attached is a PDF file<121220-Final-City of Carson-City Owned CBs.pdf>, which includes 42 City-owned CBs. As a courtesy review we recommend the following:
  - a. The first 11 CBs are allowed for ARS unit retrofit only.
  - **b.** The next 28 CBs (highlighted in yellow) are allowed for both CPS & ARS units. The recommended CPS dimensions are included in the file.
  - c. The last 3 CBs (highlighted in red) were deleted because the catch basins were repeated.
- 6. Please be advised that the City-owned CBs will not be included in this Permit.

Please revise and submit five (5) sets in both printed and electronic format of (Excel) Spreadsheets along with five (5) sets of ARS and CPS Shop Drawings. Additional comments may follow upon review of subsequent submittal.

If you have any questions, please contact Hassan Houmsi @ hhoumsi@dpw.lacounty.gov or at (626) 458-4992.

Find us on Social Media

City Hall Hours: (310) 830-7600, 7 a.m. - 6 p.m., Mon. - Thu.

Search...

Home

Government

Departments

Residents

Business

Visitors

Online Services

Quick Links

About Us



Home :: City Departments :: Public Works :: Engineering :: Permits :: Encroachment Permit

-A +A

#### Permits

**Excavation** Permit

Encroachment Permit

Dumpster/Storage Container Permit

#### **Encroachment Permit**

An encroachment permit is required any time there is work being done within the public right-of-way. Below is a list of items that require an encroachment permit.

- · Lane closures
- · Well monitoring
- · Vault access
- · Placing aerial cable on existing utility poles
- · Temporary parking

All other items not listed above need approval from Engineering Services.

For all Engineering Services related permits, applicants shall call to schedule for an inspection 24-hours before start of work. Final inspection required for all permits.

#### **Encroachment Permits**



Application



Guidelines



Insurance Requirements



#### **Contact information**

Julio Gonzalez Jgonzale@carson.ca.us

701 E. Carson St. Carson, CA 90745 P.310.952.1700 X1822 F.310.835.5749

Hours 7:00am-6:00pm Monday-Thursday

> TO SHEDULE AN INSPECTION APPOINTMENT CALL 310-847-3502

City Hall Address:

701 E Carson Street, Carson, California 90745

City Hall Hours:

(310) 330-7600, 7 AM - 6 PM, Monday - Thursday

24-hour automaled:

(310) 952-1700

Contact a specific employee: Employee Directory

©Copyright 2006 - 2011 - City of Carson, California Home | Site Map | Disclaimer Powered by City Staff

# PLEASE FILL OUT THE ENTIRE FORM AND SUBMIT TO DEVELOPMENT SERVICES - ENGINEERING DIVISION ANY QUESTIONS CALL (310) 952-1795

ENGINEE	SITT OF CAROON		ESTIMATED START DATE
Company			
		E-mail	
State	Zip Code	Telephone	
		Emergency Phone	
		-	
Street		Cross Street	
			Trash Bin/ Container
			Street Closure
			Development Construction
	State Street	Comparation State Zip Code CurbGutter	ENGINEERING SERVICES PERMIT  PERMIT APPLICATION  Company E-mail State Zip Code Telephone Emergency Phone  CurbGutter Sidewalk Pave  Street Cross Street



## **CITY OF CARSON**

## **ENGINEERING DIVISION**

		<u></u>			
ENGIN	EERING PERMIT TYPICAL REQU	IREMENTS			
	Contractor's License Classifications				
TYPE	OF CONSTRUCTION	CONTRACTOR L	ICENCE		
Street p	pavement	General A or C8 (Co			
	ays, Curb & Gutter	or C12 (Earthwork/F	Paving)		
Sidewalk		G 1.4 G24 (Direction)			
Water of	of Sewer	General A or C34 (Pipeline) or C42 (Sanitation Systems)			
		or C42 (Samtation 5	ystems)		
	Certificate of Insurance "City of Carson" as additional name \$1,000,000 General Liability				
	Current Business License				
	Fees Issuance Fee	\$75.00/HR 2 \$1,500.00 m Money Order	HR min. in. Depending type of Work		
	3 Sets of Plans				
	Call to schedule an inspection appoint (310) 847-3502	ment at least 24-hour	es before the start of work.		
<u>CITY</u> (	OF CARSON STANDARD DRAWIN	NG REFERENCE			
Drivew Drivew Sidewa Parkwa	Gutter		108 109 or 110 & 128 111 or 112 & 128 116 thru 119 & 104 & 128 300 or 301		



### DEVELOPMENT SERVICES GROUP ENGINEERING SERVICES DIVISION 701 East Carson Street

Carson, CA 90745
Telephone Number: (310) 952-1795
FAX Number: (310) 835-5749

Street Permit applicants must comply with the following requirements:

- 1. The applicant shall provide a <u>Certificate of Insurance</u> evidencing <u>commercial</u> general <u>liability insurance</u> in the amount of \$1 million per occurrence policy (claims made and modified occurrence policies are not acceptable).
- 2. The applicant shall provide an <u>Additional Insured Endorsement</u> to the commercial general liability policy, naming the City of Carson as an additional insured.
- 3. The applicant shall provide a <u>Certificate of Insurance</u> evidencing <u>automobile</u> <u>liability insurance in the amount of \$1 million per occurrence policy</u>.
- 4. The applicant shall provide a <u>Certificate of Insurance</u> evidencing <u>workers</u> compensation insurance.
- 5. All insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the city.
- 6. The applicant shall apply for a City of Carson Business License.
- 7. The applicant shall provide a copy of valid Contractor's Licence.
- 8. Concrete work in the public right-of-way requires a State Contractor's License classification of "General Engineering Contractor" (Class A) or Concrete Specialty License (C-8).
- 9. The applicant shall provide three sets of plans to the Engineering Services Division. The plans will be reviewed and approved by the City Engineer.

The Certificate(s) of insurance shall:

Indicate that the policy is current

Name the City of Carson as the Certificate Holder

Name the City of Carson as an Additional Insured

Give 30 days written cancellation notice. (Strike the words ENDEAVOR TO and BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.)

Be signed with an original signature (stamps and facsimiles not accepted) by the authorized representative.

If you have any insurance related questions, please contact Edwin (Ed) Holton, Risk Management, at (310) 952-1700, extension 1160.

## **APPENDIX VI**

# CITY OF PALOS VERDES ESTATES PERMIT REQUIREMENTS



## CITY OF PALOS VERDES ESTATES

## STATE OF CALIFORNIA

# GENERAL PROVISIONS AND STANDARDS FOR PUBLIC WORKS PERMITS

(DRIVEWAYS, WALKWAYS, CURB & GUTTER, CURB DRAINS)

Last Revised: April, 2012

Approved, 17, 20 12

Allan Rigg

Director of Public Works

#### GENERAL

All Public Works Permits shall be subject to the following requirements:

- These standards shall apply to all construction within the City right-of-way.
- All work or material required by these plans shall be performed or furnished in conformance with the applicable construction or material requirements of the Standard Specification for Public Works Construction, latest edition and as noted herein.
- All work except for walkways shall be completed by a Contractor licensed by the State of California. Walkway permits may be issued to homeowners with the proper insurance.
- Contractors who work on all other public right-of-way work shall have the proper State contractor's license classification for the work for which they are obtaining a permit.
- Contractor shall have a current Palos Verdes Estates city business license.
- Contractor shall provide a copy of their general liability insurance certificate and a copy of an insurance endorsement, on a separate form from the general liability certificate, naming "the City of Palos Verdes Estates, its officers, agents and employees" as additionally insured. See last page of these guidelines for a sample—Items 1, 2, and 3 (Form CG 20 12 07 98) are required.
- All construction shall be in accordance with the latest edition of the Standard Specifications for Public Works Construction, except as stated herein.
- No material may be placed or stored in the City right-of-way (ROW).
- Utilities shall be protected in place, unless otherwise shown per approved plans.
- All traffic control shall be per the latest edition of the WATCH manual.
- Inspection by City Inspector is required before installation of materials.
- Plant height on right-of-way shall be less than 30 inches, with no hedges. Tree planting in the right-of-way requires prior approval from the City Forester.

#### DRIVEWAY APPROACHES AND DRIVEWAYS

- Driveway approaches shall be installed on the front six feet of all driveways, adjacent to the street. The driveway shall consist of the remainder of the paved surface, beyond the approach. The driveway and driveway approach shall conform to Palos Verdes Estates Standard Plan, ST-10.
- One set of plans shall be included with each permit application showing the location of the driveway and driveway approach in reference to the street. Dimensions of driveway(s), driveway approach(es), City right-of-way and property lines shall be included on plans.
- Driveway materials shall conform to one of the following options:
  - 1. Six (6) inches of Portland Cement Concrete (PCC) over six (6) inches of aggregate base. PCC shall be 520-C-2500 and must be obtained from a ready-mix plant.
  - 2. Three (3) inches of C2-PG 64-10 asphalt concrete over six (6) inches of aggregate base.
  - Concrete interlocking pavers over four (4) inches of PCC, over six (6) inches of aggregate base, in conformance with the attached "Acceptable Alternate Paving Materials for Driveways".

For all options, aggregate base shall consist of coarse sand or disintegrated granite base.

• Material other than those described above may only be used for any portion of the driveway in the City right-of-way in the event of a hardship or structural impracticability (to be determined by the Public Works Department). The permit shall then state, "the City and utility companies are only required to use City Standard materials when repairs are made to the driveway and/or approach unless the difference in repair cost is paid for by the abutting property owner."

- All concrete shall be wood float finished and cured. Decorative sawcuts are allowed on the driveway only, not the driveway approach. No steel/wire mesh shall be installed in the approach.
- There shall be a minimum of twenty (20) ft. between two (2) driveways located adjacent to the same lot, and a minimum of one (1) foot between any portion of the driveway or driveway approach and the extension of the property line.
- The driveway approach and the portion of the driveway within the City right-of-way shall be perpendicular to the street.
- All driveway approach replacement shall include removal and replacement of curb and gutter and asphalt slot paving adjacent to the new approach. The new approach shall be constructed with plain uncolored concrete only, no other material.

#### **CURB AND GUTTER**

- Curb and gutter construction shall conform to "Standard Plans for Public Works Construction" Plan No. 120-1, Type A2(8) or A3(8), or PVE standard plan ST-29 or ST-30. Curb height shall be 8" high. Asphalt slot paving is required next to new concrete.
- Concrete shall be 520-C-2500 and must be obtained from a ready-mix plant.
- Both curb and gutter shall be removed when repairing existing curb and gutter. Longitudinal saw cuts in gutter shall not be permitted. All joints shall be saw cut.
- New sections of curb and gutter shall be installed in sections of no less than ten (10) ft. No section of less than ten (10) ft. shall be removed or left in place. Gutter shall be 2 ft wide.
- Place weakened plane joints at all B.C.s, E.C.s, P.C.C.s, P.R.C.s and at 15' (Max.) intervals;
   in concrete curb and gutters.

#### WALKWAYS

- Only one walkway, located perpendicular to the street, shall be constructed in the R.O.W.
- The walkway shall have a minimum separation of one (1) foot from any portion of the driveway or driveway approach. No curbs are permitted parallel and adj. to the walkway.
- The walkway shall be a minimum four (4) feet wide and a maximum six (6) feet wide.
- The walkway may be constructed of any type of solid material provided no gaps are found within the portion located in the City right-of-way (i.e. no stepping stones, grass grout)

#### **CURB DRAINS**

- Bottom of pipe shall be three-fourths (3/4) inch above gutter flow line unless curb face is less than eight (8) inches.
- Use four (4) inch pipe for eight (8) inch-high curb, three (3) inch pipe for six (6) inch curb.
- If curb or gutter is damaged, curb and gutter shall be replaced per City Standards in sections no less than ten (10) feet.
- All pipes shall be schedule 40/SDR 35 PVC, cast iron, or ductile iron.

#### ASPHALT WORK IN CONJUCTION WITH PUBLIC WORKS IMPROVEMENTS

- Asphalt shall be saw cut with 12-inch T-cuts for trenches. Hot mix asphalt shall be used.
- Minimum width of asphalt patch shall be twelve (12) inches from edge of concrete, more if required by the Public Works Inspector to facilitate proper drainage.
- Replacement of asphalt shall conform to City standards and Greenbook Section 3025.
  - 4" thick asphalt concrete type C2-PG 64-10 over min. 6" crushed aggregate base, compacted to 95% compaction. Tack coat shall be applied before AC placement

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS - PERMIT

STATE OR POLITICAL SUBDIVISIONS - PERMIT
COMMERCIAL GENERAL LABILITY COVERAGE PART.  SCHEDULE
State Or Political Subdivision:  The City of Palos Verdes Estates, its officers, agents and employees, are named as additional insureds.
Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
Any other insurance maintained by the <b>City of Palos Verdes Estates</b> shall be excess and not contributing with the insurance provided by this policy.
Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice to City.
CG 20 12 07 98 (Used for State or Political Subdivisions)  Copyright Insurance Services Office, Inc., 1997

### APPENDIX VII

# CITY OF LOMITA LETTER OF AUTHORIZATION IN LIEU OF ENCROACHMENT PERMIT

### **CITY COUNCIL**

MARGARET ESTRADA JIM GAZELEY HENRY SANCHEZ JR. MICHAEL G. SAVIDAN BEN TRAINA



### **ADMINISTRATION**

MICHAEL ROCK
CITY MANAGER

Date:	, 2013
Contractor's Address	name
SUBJECT:	TMDL Project Project No.
	LETTER OF AUTHORIZATION IN LIEU OF ENCROACHMENT PERMIT
Dear	:
the installation	authorization will serve as an encroachment permit to xxxx to proceed with on of ARS and/or CPS units on City owned catch basins in the City of ractor shall secure permit from the Los Angeles County Department of s for any work on a LA County owned catch basins in the City of Lomita.
and worker's	authorization is valid only after the contractor meets the general liability compensation insurance requirements as stipulated in the specifications Document. The contractor shall obtain a City business license.
If you have a	ny questions, please contact Tom Shahbazi at (310) 325-7110 ext. 210.
Sincerely,	
Vince Dama Public Works	sse, P.E. s Director/City of Lomita
	CE OF LETTER OF AUTHORIZATION e above authorization letter is hereby acknowledged:
BY:	Date:
Title:	

### **APPENDIX VIII**

# CITY OF ROLLING HILLS ESTATES PERMIT REQUIREMENTS

# CITY OF ROLLING HILLS ESTATES

nspections Are Available Monday Through Friday Inspection Request: (310) 502-9931

# NOTES

- All work shall be done in accordance with the Standard Specification for Public Works Construction, latest edition and addendums, unless otherwise specified.
- Traffic controls throughout permit construction shall conform to the current State of Galifornia Manual of Traffic Controls for Construction and Maintenance Work Zones, latest adition.
- Provisions shall be made for lighted barricades; delineators and traffic control personnel to adequately protect the traveling public during construction and excavation operations. When necessary for public safely, traffic control shall be on duty twenty-four (24) hours of each day.
- 4. A copy of this permit shall be kept at the site of work at all limes and produced upon demand.
- 5. All work authorized under this permit MUST BE COMPLETED WITHIN THE THIS SPECIALS SO COMPLETED, THIS PERMIT SHALL BE VOID. An extension of time map be granted if applied for wently-four (24) hours before permit expires.
- b. The City of Rolling Hills Estates Engineering Department SHALL BE NOTIFIED AT LEAST TWENTY-FOUR (24) HOURS BEFORE START OF WORK by leferphroning (310) 502-9931. Should the Inspector find work in progress prior to rollification by the Permittee and permit not on-site during construction, work may be stopped for a period of not less than the remainder of the day.
- An additional inspection fee not less than doubte the original fee, will be charged for failure to apply for a permit prior to commencement of work.
- 8. The holder of any permit and any agent, servent, or employee working for said permit holder on any excavation and fill, shall inform himself and obtain all necessary hiformation as to the existence and location of all underground pipes, fines, manholes, wires, signal devices, substructures, and appurtenances of any utility, and the City shall be protected by the Permittee against any damage by reason of any excevation or fill. Any damage caused to such underground instabilions, appurtenances, or substructures, shall be paid for by Permittee. Such repairs as are required, shall be made or be caused to be made by the City of Rosennead and billed to such Permittee who shall pay the same upon receipt or a stetement of the cost of such repair.
- Form Inspection will be required prior to placement of concrete and st the completion of work. At least twenty-four (24) hours notice will be required before inspection can be provided.
- 10. Work shall be performed between the hours of 7:00 a.m. and 4:00 p.m.
- 11. Specific provisions and conditions may be appended to each permit.

SURCHARGE

TOTAL INSPECTION HOURS

DATE WORK COMPLETED

12. Dumpsters must have lighted barricades at each end and must be removed after seven (?) days.

for permit to construct/excavate/encroach in the Public Highway at the locations described above, subject to the provisions required by the Municipal Code of the City of Rolling Hills Estales, AND THE SPECIFIED REQUIREMENTS OF THE CITY'S PERMIT HEREON SPECIFIED AND ATTACHED. of (Company) l, (Permittee)

saved harmless by the applicant from any tability or responsibility for any accident, loss, or demage to persons or property, happening or occurring as the pro-result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said itabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway by the general In consideration of the granting of this permit, it is agreed by the applicant that the City of Rolling Hills Estates, and any of their officers or employees thereof t public, it must be removed or relocated, as designated by the City Engineer at the expense of the Permittee or his successor in interest.

DAIE	ISSUANCE	PREPAID	•	0	<b>v</b>	8
	THS AFTER THE DATE OF	DO NOT WRITE IN BOX BELOW	THE STATE OF THE S	S S S S S S S S S S S S S S S S S S S	PLAN CHECK FEE	Note Circle
	THIS PERMIT EXPIRES SIX (6) MONTHS AFTER THE DATE OF ISSUANCE	BOND AMOUNT BO NOT WRITE	«		PLAN CHECK NUMBER INTIALS DATE SUBMITTED	INITIALS DATE ISSUED
	1 SIHT	BOND REQUIRED	YES NO		PLAN CHECK NUMBER IN	PERMIT NUMBER

### **APPENDIX IX**

# CITY OF RANCHO PALOS VERDES SPECIAL PROVISIONS AND PERMIT REQUIREMENTS

### RANCHO PALOS VERDES SPECIAL PROVISIONS

- 1. Contractor must obtain an encroachment permit (sample forms attached) from the City of Rancho Palos Verdes. No fee will be required for the permit; however, the contractor is responsible to satisfy all the requirements of the permit at his own expense, including completion of a traffic control plan to the satisfaction of the Rancho Palos Verdes Traffic Engineer. Such plan shall be prepared and sealed by an engineer duly licensed to practice civil or traffic engineering in the State of California., and is subject to review and approval of the City's Traffic Engineer or her designate.
- 2. Contractor must obtain and keep in place a current year City of Rancho Palos Verdes business license (form attached) including payment of all required fees.



# CHECKLIST FOR ENCROACHMENT PERMIT (Work performed by a State Licensed Contractor)

The following items are to be submitted by the Contractor prior to the issuance of the Permit:
Permission of Homeowner (if applicable)
City Business License Number (current year)
Certificate of Insurance – Comprehensive General Liability - \$2M (current with WET SIGNATURE required)
Additional Insured Endorsement for the City of Rancho Palos Verdes required (ATTACH endorsement policy)
Worker's Compensation Insurance (current)
State of California Contractor's License Certificate/Card (current)
Signed N.P.D.E.S. Compliance Certification (see attached forms)
Signed Hold Harmless Agreement (see attached form)
Call Dig Alert (1-800-227-2600) Underground Service Alert of Southern California 2 Working Days <b>before</b> beginning any work.
Call the City of Rancho Palos Verdes 48 working hours <b>prior</b> to Inspection request and/or Final Inspection at (310) 544-5252.



# CITY OF RANCHO PALOS VERDES DEPARTMENT OF PUBLIC WORKS

Area Permit No.

	PUBLIC PROPERT	
	ENCROACHMENT PER	
	30940 Hawthorne Blvd., Rancho Palos V (310) 544-5252	/erde 90275
Location of Work		
	APPLICANT TO	D FILL IN (PLEASE FRINT)
Permittee/Owner	A A	Contractor
Address	- A	Address
City		City Zip Code
Telephone No		Telephone No.
DESCRIPTION OF WORK		N/A Dungster - Storage on street Skid Plate Wheels
☐ Trench/Excavation	☐ Sidewalk ☐ Sewer line/lateral ☐	
☐ Driveway Approach	Other Other	1/2/11
A1.7		ents (Office Use Only)
ALL	PPLICANTS MUST COMPLY WH WORK STATE	GENERAL REQUIREMENTS AND DESCRIPTION OF THE BACK OF THIS PERMIT.
<i> </i>		
J		· · · · · · · · · · · · · · · · · · ·
		g
	/UADD CODE OF DEDAME AND CT	BE KEPT ON THE JOB SITE AT ALL TIMES)
That I or the entity on Wardes Business License	tee hereby certify arreagree to the following whose behalf this certification is given, h	ng: nold a currentity valid California Contractor's License and a City of Rancho Palos
Municipal Code. w	B/	m all work in accordance with the permit (back side included), the document titled cifications for Public Works Construction, applicable Standard Plans, and the
That in consideration their officers or employee persons or propert shape	es thereof shall as saved narmiess by the pening or occurring as the proximate result	ancher alos Verdes, City wherein the permit work is to be performed and any of applicant from any liability or responsibility for any accident, loss or damage to open of the work undertaken under the terms of this application and the permit
part of this installation line	refer in the future use of the highway by	spid liabilities are hereby assumed by the applicant. It is further agreed that if any the general public, it must be removed or relocated, as designated by the Director interest.
Sy:		City Business Lic. No.
Permittee Signature	Date	Contractor's Lic. No.
ITEMS VERIFI	<b>BO:</b> (0)	ffice Use Only)
Deity Business Licens		FFFS.
☐ Worker's Comp. Ins	wance Signed Hold Harm	eless Permit
☐ Signed N.P.D.E.S	ompliance Certification	Plan Check
☐ NPDES & BMF Guid	delines given to Permittee	County Sewer Saddle Fee
☐ Certificate of Insurar	nce with Additional Insured Endorseme	ent Inspection
	•	Total
Approved:		Deposit Only
(Not valid unles	ss approved by Department) Da	Ate (Actual Cost will be calculated at project completion)
WHITE - Inspe	ctor GREEN - Office	PINK - Permittee WHITE (Hard Copy) - Job Site

### GENERAL REQUIREMENTS

- All work, unless otherwise specified, shall be done in accordance with the current edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- Traffic controls throughout permit construction shall conform to the current State of California MANUAL OF WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS. Permittee shall provide and maintain all such signs, lights, and devices.
- · All barricades in use after sunset must have portable flashers.
- When Necessary, provide traffic control in accordance with 'Work Area Traffic Control Handbook' (WATCH) or as modified by the City's Traffic Engineer.
- Traffic may be restricted only between the hours of 9:00 a.m. and 3:00 p.m. and subject to review of the Traffic Engineer.
- One lane of traffic in each direction shall be maintained at all times on all major and secondary highways.
- Pedestrian walkways must be maintained with safety fencing or barrier separation for adjacent excavation.
- The cost of any damage to traffic signal control devices shall be the permittee's responsibility and it shall be brought to the immediate attention of the inspector.
- The Permittee/Contractor shall be responsible for the replacement cost of any inductive loops in the ground (wire sensors for traffic signals) that are in conflict with or damaged by construction.
- The Permittee/Contractor must follow the National Pollutant Discharge Elimination System (NRDES) & Best Management Practices (BMP's) guidelines.
- Before work on any sewer line begins, a permit must be issued by the City of Rancho Palos Verdes Building and Safety Division in addition to this permit. For information on sewer permits call (310) 265-7800 and ask for Building and Safety.
- When permittee tunnels under existing curbs, gutters and sidewalks, the excavated trench shall be back-filled with cement grout as
  described in the Standard Specifications.
- A.C. Pavement shall be saw-cut beyond edge of trench as specified by APWA Standards.
- · Asphalt shall be placed in one-inch lifts or as directed by Department of Public Works Staff.
- When compaction or material tests are required, all costs are to be borne by the permittee.
- A one-sack sand slurry mixture may be required for compaction where excavation interferes with traffic flow or where work is within the roadway portion of an intersection.
- All excavations must be back-filled or plated at the end of the workday. The City reserves the right to require the permittee to plate
  open trenches in lieu of back filling.
- Permanent pavement repairs shall be made within 25 calendar days after excavation work is completed. Inspector's approval is required before permanent repairs are made.
- Tree trunks shall be cut to within 4" of curb height. All tree trunks and roots shall be ground to a depth of 18" below grade by a
  mechanical stump grinder to the satisfaction of the Department of Public Work staff. All wood chips shall be removed, hole filled and
  compacted with topsoil.
- Call "DIG ALERT" at 1-800-227-2600 at least 72 hours prior to any construction.
- DUMPSTER REQUIREMENTS
- Keep the street clean from debris at all times.
- Do not block/obstruct traffic motorists line of sight in any direction.
- · Dumpster shall not infringe on any driveway approach, Fire Hydrant, Emergency facility, or utility cabinet.
- Dumpsters must have reflectors and reflectorized tape at corners.
- It shall be the permittee's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Department of Public Works Staff.
- SPECIAL EVENTS REQUIREMENTS
- Obtain signatures of consent from all residents impacted by the Event and street closure. The signatures must be submitted to the Public Works Department a minimum of two weeks prior to issuance of the permit.
- Notify LA County Fire Department and LA County Sheriff 48 hours prior to the event.
- · Obtain special event insurance from Cily Manager's office.
- CURB AND GUTTER, DRIVEWAY APPROACH, SIDEWALK and CURB CORE REQUIREMENTS
- City's trench standards shall be used.
- · Call "DIG ALERT" at 1-800-227-2600 at least 72 hours prior to any construction.
- Remove any/all markings following construction.
- Remove and Replace curb and gutter at the edge of the asphalt and haul materials to a recycling center. Provide Load Ticket to the Inspector. (Do not cut Asphalt in the street unless directed to do so by the Department of Public Works staff).
- Install monolithic section of curb and gutter.
- Remove and Replace Concrete from Score line to Score line or as directed by the City staff.
- Install a minimum of 6 inch thick 2,500-PSI Concrete on drivable surfaces and a minimum of 4 inch thick in other places.
- Follow American Public Works Association (APWA) standards for Curb Core (Standards available at the City of Rancho Palos Verdes/Department of Public Works).
- If an Encroachment Permit requires special review, the review period is a minimum of 10 working days.
- CALL THE DEPARTMENT OF PUBLIC WORKS AT (310) 544-5252 (48-HOUR NOTICE REQUIRED PRIOR TO ANY WORK)

### NOTE:

THIS PERMIT IS VALID FOR A PERIOD OF 90 CALENDAR DAYS AFTER THE VALIDATION DATE SHOWN ON THIS PERMIT.

DUMPSTER PERMITS ARE VALID FOR A PERIOD OF 30 DAYS ONLY.



# CERTIFICATE OF INSURANCE

3

ICORD CERTIFICATE	OF LIAB	ILITY INS	URANCE.	. '	Ü an ro			
SAMPLE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT FAILEND, EXTEND OR ALJER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
QY		COMPANY	COMPANIES A	FFORDING COVERAGE				
		A						
		COMPANY						
GV.		COMPANY						
_		C						
		COMPANY						
Cave bares					3 - T. Y.			
THE IS TO CERTEY THAT THE POLICIES OF PERIOD INDICATED, NOTWITHETANDING ANY TO WHECH THIS CERTERCATE MAY BE ISSUED TO ALL THE TERMS, EXCLUSIONS AND CON	PREQUIREMENT, TE D OR MAY PERTAIN OCTIONS OF SUCH	RM OR CONDITION , THE INSURANCE , POLICIES LIMITS S	OF ANY CONTRAI AFFORDED BY THE HOWN MAY HAVE	CT DR OTHER DOCUMENT W POLICIES DESCRIBED HEREIN	TH RESPECT			
CO : TYPE OF HIGHERANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPERIENCE	UMETTS				
GENERAL LIMELTY				BOOKY INJURY OCC	1			
COMPRESENCE PORMA PRESENCE/OFFERSTONES				PROPERTY DAMAGE DCC	5			
UNDERSKULKIS DOLUGICIN & COLLAPSE HAZARD				PROPERTY DAMAGE AGS	1			
PRODUCTE/COMPLETED OPER				N & PO COMBINED OCC	8			
CONTRACTUM. INDEPENDENT CONTRACTORS		• •		M & PD COMMINED AGG	8			
BROAD FORM PROFESTY DAMAGE				PERSONAL INJURY AGG	8			
PERSONAL SALURY AUTOMORIE LIABELTY					<u> </u>			
CRUA YMA				BODLY (MJURY For person)	5			
ALL CHANGED ALTIDE (Privates Press)				BOORY HUNDRY				
ALL CAMED AUTOS (Date: that Prints Proximate)				Per scalant	\$			
HIRED ALFIDS				PROPERTY DAMAGE	<u>                                     </u>			
MON-OWINED AUTOS GARACE LIABRITY				BODRY INJURY & PROPERTY DAMAGE COMMINED	š			
UMBRELLA FORM				EACH OCCUPATION	8			
OTHER THAM UMBRELLA FORM				AGGREGATE	1 5			
WORKERS COMPENSATION AND				WC STATU OTH				
MAPLOYERS' LLABILITY	ļ			EL EACH ACCIDENT				
THE PROPRIETOR/MAITMENT/				EL DISEASE-POLICY LIMIT	8			
DESCUTIVE OFFICERS ARE: DICL.				EL DISEASE-EA EMPLOYTE	\$			
		1						
POST TRANSPORT OF A CONTRACT OF THE CONTRACT O								
DESICREPTION OF OPERATIONS/LDCATIONS/VEHICLES/EP	ECIAL ITEMS							
			andra and a second of the second					
राक्षाम वर्ष भवनात्र		CANCELLATIO	N.					
		TION DATE THEREOF, TEN NOTICE TO THE SUCH NOTICE SHALL	THE ISSUING COMPA CERTIFICATE HOLDER A IMPOSE NO OBUG ITS OR REPRESENTATA	POLICIES BE CANCELLED BEFOR INY WILL ENDEAVOR TO MAIL I NAMED TO THE LEFT, BUT FAR ANDIN OR LIABBLITY OF ANY KII /FS.	DAYS WRIT- LIRE TO MAINL			
aconter not be				· Actig Congolià	110N 1988			



COMMERCIAL GENERAL LIABILITY

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization:

City of XYZ, its officials, employees and agents

(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Any other insurance or self-insurance maintained by the person or organization shown in the Schedule, shall be in excess of this insurance and shall not contribute with it.

As respects the interests of the person or organization shown in the Schedule, this insurance shall not be canceled nor reduced in coverage or limits except after thirty (30) days prior written notice has been provided to said person or organization.

This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

### Worker's Compensation Certificate of Insurance

~ — —	EREAS, the City of Ranch	o Palos Verdes has required cer	tain insurance to be provided by:
lOV r po	V THEREFORE, the under licies described below to t	rsigned insurance company does he following named insured and	s hereby certify that it has issued the policy d that the same are in force at this time.
	This certificate is issue	d to:	
	City of Rancho Palos V	erdes	
	City Hall		
	30940 Hawthorne Blvd Rancho Palos Verdes, (		
	The insured under such	policy or policies are:	
	Worker's Compensation California covering all of	n Policy or Policies in a form apoperations of the named insured  Effective Date	pproved by the Insurance Commissioner of as follows:  Expiration Date
	of liability unless and un	ntil thirty days' written notice th	there be any reduction in coverage or limits hereof has been served upon the City Clerk
	By:  Its Authorized F		

# NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REQUIREMENTS



### National Pollutant Discharge Elimination System Requirements for Permits in the Public Right of Way

The Federal clean Water Act and the City of Palos Verdes' NPDES Permit require all construction projects within the Rancho Palos Verdes jurisdiction reduce the amount of pollutants leaving their site and reaching the ocean to the maximum extent practicable. To achieve this goal, contractors must implement appropriate storm water and urban runoff control measures also known as Best Management Practices or BMPs.

All contractors must complete the attached form OC-1, unless specifically exempted (see item 1 on form OC-1). You must also circle the appropriate construction activities on the "Contractor/Developer Information checklist to obtain the correct BMP pamphlet.

Contractor's having projects with over 2 acres of disturbed area must also prepare a Local (or full) Storm Water Pollution Prevention Plan. Projects ongoing during the winter months will also require a Wet Weather Erosion Control Plan.





It is your responsibility to read, fully understand, submit the appropriate documents and implement BMPs pertaining to your project. Attached is a list of BMPs to be used, or you can use the Best Management Practices Handbook, California Stormwater Quality Taskforce, Sacramento, California 1993. for additional information.

BMP pamphlets and additional information materials are available at both the Building and Public Works counters. A list of firms providing training to the construction industry is attached.

### General Requirements

A) The CONTRACTOR shall not discharge or permit to be discharged to any street, channel, river, storm drain or any appurtenances thereof, any non-rain water or other liquid from the project site or from operations pertaining to the project site without first securing a valid National Pollutant Discharge Elimination System (NPDES) Permit unless the discharge is specifically listed as exempt or conditionally exempt in the most current list issued by the Regional Water Quality Control Board, Los Angeles Region.

The Contractor shall implement all necessary Best Management Practices to ensure that any conditionally exempt discharge meets all current requirements of the Regional Board and the City.

The City may, at its option, prohibit or restrict any discharge if polluting, unsafe or nuisance conditions are being created.

- B) The CONTRACTOR shall reduce the discharge of pollutants in storm water runoff to the maximum extent practicable by the effective implementation of appropriate Best Management Practices including but not limited to:
  - 1. Spills and leaks must be cleaned up immediately.
  - 2. Vehicles and equipment must be refueled in a designated area.
  - 3. Vehicles and equipment must be washed at an appropriate off site facility or in a designated area not draining to the street or storm drain system.
  - 4. Exposed piles of soil, debris and construction materials must be covered with plastic sheeting if rain is predicted.
  - 5. Do not store or deposit materials on surfaces that drain to streets, storm drains or channels.
  - 6. Catch basins within and downstream of the project area must be protected from runoff containing excessive sediment.
  - 7. Employees and subcontractors must be trained about the causes of storm water pollution and preventative measures.

C) For Sites involving less than 2 acres of disturbed area a Contractor's Certification must be prepared. For sites with at least 2 acres of disturbed area, but less than 5 acres, a Local SWPPP must be prepared. For sites with more than 5 acres of disturbed area, a SWPPP must be prepared and the CONTRACTOR must provide evidence to the City that a Notice of Intent (NOI) has been submitted to the appropriate State agency. Storm Water certifications, plans and supporting information must be submitted to and approved by the City prior to performing any operation which will disturb soil (including but not limited to: excavation, grading, demolition, land clearing, pavement removal).

The preparation, submittal and adherence to all Storm Water Pollution Prevention Plans (Certification, LSWPP & SWPPP), Wet Weather Erosion Control Plans (WWECP) is the responsibility of the CONTRACTOR.

- D) The CONTRACTOR shall exercise every reasonable precaution to protect streams, rivers, bays and ponds from pollution with sediment, fuels, oils and other harmful materials and shall conduct and schedule its operation so as to avoid or minimize muddying and silting of streets, storm drains, streams, rivers, bays and ponds.
- E) The CONTRACTOR shall inspect all construction site structural BMPs for proper operation before and after every rainfall with 0.25 inches or more of predicted or actual precipitation at regular intervals (in accordance with the Los Angeles County Municipal Development Construction Model Program) during any extended rainfall event. Necessary repairs and maintenance must be performed as soon as feasible.

# Los Angeles County Department of Public Works Stormwater Management Training for Contractors — Consultants List

The following companies have experience in stormwater management and are interested in providing stormwater management training for contractors. They are listed in alphabetical order, no prioritization or ranking of firms is implied. This information is being provided as a service by the Los Angeles County Department of Public Works. Please contact any or all of the following companies directly to negotiate training for your company.

### Blymer Engineers, Inc.

Sue Black, Vice President Environmental Services 1829 Clement Avenue Alameda, California 94501

Phone:

(800) 753-3773

Fax:

(510) 865-2594

### Geoff Brosseau

Environmental Consultant 518 Central Avenue Menlo Park, California 94025-2807

Phone: (4

(415) 322-3070

Fax:

(415) 322-5147

### Custom Environmental Services

Rosalie A. Skefich, Chemical Engineer 233 Forest Drive

Santa Barbara, California 93117-1108

Phone:

(805) 968-2112

Fax:

(805) 968-2137

### Environmental Science & Engineering, Inc.

Karl Brewley, Project Scientist 17390 Brookhurst Street, Suite 110 Fountain Valley, California 92708

Phone:

(714) 964-8722

Fax:

(714) 962-3383

### John L. Hunter and Associates, Inc.

Sheila Kennedy

13310 Firestone Boulevard, Suite A2 Santa Fe Springs, California 90670

Phone:

(562) **802-7880** 

Fax:

(562) 802-2297

### Kennedy/Jenks Consultants

Rudolf Ohlemutz

1000 Hill Road, Suite 200 Ventura, California 93003

Phone: Fax:

(805) 658-0607

(805) 650-1522

### Simons, Li & Associates, Inc.

Novin Rashedi, Senior Hydrologist 3150 Bristol Street, Suite 500 Costa Mesa, California 92626

Phone:

(714) 513-1280

Fax: (714) 513-1278

### John Tettemer & Associates, Ltd.

John Wolter

3151 Airway Avenue, Suite Q-1 Costa Mesa. California 92626 Phone: (714) 434-9080

Fax:

(714) 434-6120

### Larry Walker Associates

Mack Walker, Vice President 509 4th Street

Davis, California 95616

Phone:

(916) 753-6400

Fax:

(916) 753-7030

# Contractor's Certification



Form
OC-1

CONSTRUCTION
Public Right of Way

The National Pollutant Discharge Elimination System (NPDES) is the portion of the Clean Water Act that applies to the protection of receiving waters. Under permits from the Los Angeles Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement.

1 If your project is: Interior work, tenant improvement, electrical, mecha	anical or emergency construction: Do not complete this form
2a If your project will have less than 2 acres of disturbed area (not total project area) complete this section	<u>Disturbed</u> area includes: demolition, land clearing, grading, excavation, etc.
OWNER NAME OWNER ADDRESS	SITE NAME SITE ADDRESS
CONTRACTOR NAME	CONTRACTOR ADDRESS
To meet the requirements of the Los Angeles County Munice requirements for sediment control, erosion control and construction site. Minimum requirements include:  SEDIMENT CONTROL: Eroded sediments from areas disturbed and site to make the control of the contro	icipal Storm Water Permit (CAS614001), Minimum on activities control to be implemented on each project
retained on site to minimize sediment transport from the site to runoff, vehicle tracking, or wind.	streets, drainage facilities or adjacent properties via
This will be accomplished by (check all that apply):   Sand bags  Silt Fence	Work will be conducted <u>only</u> between  May 15 and September 30
<u>CONSTRUCTION MATERIALS CONTROL</u> : Construction related on site to minimize transport from the site to streets, drainage fact from equipment and vehicle washing shall be contained at conspollutants.	ilities or adjoining properties by wind or rupoff. Bunoff
This will be accomplished by (check all that apply):   Following the Complex of t	ne BMP pamphlets' guidelines ne "Blueprint for a Clean Ocean" guidelines
2b If your project has between 1/4 and 2 acres of disturbed area, submit Management Plans that will be implemented on site.	t a site plan showing the size and location of the Best
If your project has over 2 acres, but less than 5 acres of disturbed area of disturbed area submit: (1) a copyour WDID Number and (2) submit a copy of your SWPPP. (Contact at 1-213-576-6600 for questions.	by of the Notice of Intent Letter from the State showing
I hereby certify that I have read, understand and will comply with	the requirements indicated above:
Contractor or Authorized Representative Signature	Tille
Name (printed)  Additional information may be required	Date  d based upon a review of the submittal

# STORM WATER RUNOFF POLLUTION PREVENTION



# CONTRACTOR / DEVELOPER INFORMATION CHECKLIST

Project Address	
Applicant Name	

	 					,		
City to provide these BN pamphle will include any of the following activities, check the box.	Roadwork and Paving	Painting	Landscaping, Gardening and Pest Control	General Construction and Site Supervision	Heavy Equipment & Earth-Moving Activities	Home Repair and Remodeling	Fresh Concrete and Mortar Application	Automotive Maintenance and Car Care
Road construction	•				•		•	
Driveway construction	•			•	•		<b>(4)</b>	
Roadway seal coating	•			•	•			
Heavy equipment operation				•	•			<b>3</b>
Cement truck operation				•	•			•
Asphalt and concrete saw cutting	•			•		•		
Asphalt and concrete removal	•			•		•		
Excavation				•	•			
Materials stockpiling				•				
Grading				•	•			
Painting		•		•		•		
Drywall, plaster, paper hanging, flooring, etc.		<b>3</b>		•		•		
Paint removal		•		•		•		
Landscaping and gardening			•	•		•		
Pest control			•	•		•		<u> </u>
Equipment maintenance				•				
Vehicle maintenance				•				•
Equipment and vehicle washing				•			· · · · · · · · · · · · · · · · · · ·	•
Roofing				•		•	-	
Equipment fueling		***************************************		•				<b>®</b>
Vehicle fueling				<b>3</b>				•
Concrete or Masonry work				•			•	
Demolition				•		•		
	 				1	ı		1

Applicant's signature		Date

### STATEMENT OF UNDERSTANDING

As the, of the pr	oject. I have reviewed the Best Management
Practices Handbooks, California Storm Water Quaproposed the implementation of the Best Management minimize the negative impacts of this project's consquality. The selected BMPs will be installed, effectiveness. The BMPs that I have not chosen for applicable to the proposed construction activities. If a official warrant reevaluation and revisions of the chimade without unnecessary delay. I am aware that failt under construction, the BMPs necessary to prevent could result in significant penalties and/or delays.	try Task Force, Sacramento, CA, and nave at Practices (BMPs) applicable, to effectively struction activities on the surrounding water monitored and maintained to ensure their implementation are redundant or deemed not a any time, site conditions and/or the County tosen BMPs, the appropriate changes will be are to properly implement and maintain, while
	Signature:
	Print name:
	Date:
Project Description:	
- Lojece Description:	
Project Address:	

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or descript	ion
Indemnitor(s) (list all names):	
indemnify, and hold harmless the City of Ranchattorneys, agents, employees, volunteers, success contractors in the role of City officials (collectivel expenses, liabilities, claims, demands, causes of a and losses of any nature whatsoever, including the attorneys, or other experts or professionals, and a claimed to arise, directly or indirectly, out of, in conferror, or omission of Indemnitor or any of its offi suppliers or their officers, agents, servants or employ connection with, resulting from, or related to the "Agreement") or the performance or failure to Agreement, including this indemnity provision. In the City Attorney at Indemnitor's own cost, expense	hereby agrees, at its sole cost find expense, to defend, protect, o Palos Verdes (the "City") and its elected officials, officers, sors, assigns, and those City agents serving as independent ly "Indemnitees") from and against any and all damages, costs, ction, proceedings, expenses, judgments, penalties, liens, fines, ne payment of all consequential damages, fees of accountants, Il costs associated therewith (collectively "Claims"), arising or mection with, resulting from, or related to any act, failure to act, cers, agents, servants, employees, subcontractors, materialmen, byces, arising or claimed to arise, directly or indirectly, out of, in above-referenced contract, agreement, license, or permit (the perform any term, provision, covenant, or condition of the demnitor shall appoint competent defense counsel approved by and risk, to defend any and all such Claims that may be brought ll pay and satisfy any judgment, award or decree that may be
by Indemnitees and shall operate to fully indemn provision shall survive the termination of the Agre Indemnitees may have under the law. Payment is a recover under this indemnity provision, and an entry of the Indemnitee's right to recover under this in attorneys' fees and costs incurred in enforcing the nothing in this instrument shall be construed to encountied extent that the underlying Agreement is subject to the limited extent that the underlying Agreement effective without reference to and shall not be limited.	any prior, concurrent, or subsequent active or passive negligence ify Indemnitees against any such negligence. This indemnity rement and is in addition to any other rights or remedies which not required as a condition precedent to an Indemnitee's right to y of judgment against an Indemnitee shall be conclusive in favor ademnity provision. Indemnitor shall pay Indemnitees for any his indemnification provision. Notwithstanding the foregoing, rempass Indemnitees' sole negligence or willful misconduct to the lect to Civil Code section 2782(a) or the City's active negligence in is subject to Civil Code section 2782(b). This indemnity is ted by the existence or applicability of any insurance coverages and or any additional insured endorsements which may extend to
and contribution against the Indemnitees, while action	ing under or through it, hereby waives all rights of subrogation ng within the scope of their duties, from all Claims arising out of by or on behalf of the Indemnitor regardless of any prior, ice by the Indemnitees.
In the event there is more than one person or entity liabilities, covenants and conditions under this instru	named in the Agreement as an Indemnitor, then all obligations, ament shall be joint and several.
"Indemnitor"	
Name:	Name:
Ву:	Ву:
Its	Its

### RANCHO PALOS VERDES BUSINESS LICENSE APPLICATION

Every Contractor and Subcontractor working in or for the City of Rancho Palos Verdes is required to apply for and receive a City of Rancho Palos Verdes business license.

A business license can be obtained or this form can be printed from our website at http://www.palosverdes.com/rpv/finance/business-license-information.cfm

Tax Schedule subject to change effective January 1, 2014.



# RANCHO PALOS VERDES

### **Business License Application**

Contractors
Expires December 31, 2013

### COMPLETE ALL APPLICABLE INFORMATION. TAX SCHEDULE IS ON THE BACK OF THIS FORM.

Business Name			<del></del>	
Business Address	S			
	City		Zip	
Mailing Address				
	City		Zip	
Business Phone	( )	Fax <u>( )</u>	SS # or Tax ID#	
Ownership of Bus	iness (Please Check (	One): Sole Proprietor	Corporation	Partnership
		Other (specify)		<del></del>
Business Owner N	lame Last		First	
Home Address				
	City		Zip	
Description of Bus	siness			
I CERTIFY UND	ER PERJURY THAT	ALL INFORMATION PROVIDE	ED ON THIS APPLICATION	I IS CORRECT.
Signature		Print Name	Title	Date
Section 5.04.490 of the	Rancho Palos Verdes es will be assessed @	cations are due prior to commen Municipal Code imposes fines and 55% for each month delinquent up	d criminal remedies for violati	on of the Business
Finance Department (	Jse Only		48.1	
Tax	Penalt	y Total Tax	Initials	Check #
Planning, Building & S	Safety, & Code Enforcen	nent Use Only		
Zone	)	Moratorium	Appro	***************************************
Туре		Planner	<u> </u>	Date
Comments				

### Please use this Tax Schedule for: F Contractors

General Contractors (	State License	Code A or B)	
Total Annual Tax		\$	365.00
State Contractor's License # (A COPY OF YOUR CURRENT STATE CONTRACTOR'	Class 'S LICENSE MUST E	Exp Date	
All Subcontractors	(State Licens	e Code C)	
Total Annual Tax		\$	181.00
State Contractor's License # (A COPY OF YOUR CURRENT STATE CONTRACTOR'	Class 'S LICENSE MUST B	Exp Date BE ATTACHED)	
Add Penalty	y (if applicabl	le)	
	to Remit		
Total Annual Tax (from above)		\$	
Add: State fee for Certified Disability Access	Specialist Progr	<u>am</u> \$	1.00
Add: Late Penalty (5% per month, 50% maxi		S	

### APPENDIX X

# CITY OF TORRANCE STREET SWEEPING ROUTING STUDY

### CITY OF TORRANCE STREET SWEEPING SIGNAGE PROGRAM

The City of Torrance is currently preparing to switch to alternate side street sweeping. Attached is the CITY OF TORRANCE ALTERNATE SIDE STREET SWEEPING AREAS map. A Street Sweeping Routing plan is currently being developed to break down the area for each day into 3 distinct periods. For example the proposed signage for Monday (Even) would be broken down into Monday 8 am to 10 am, Monday 10 am to noon, and Monday 1pm to 4pm. This information is being provided now for bidding purposes. The final Street Sweeping Routing Plans will be available by January 2014.

